

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: RESTORATION AND COMISSIONING OF FOUR (4) PILOT BOATS
(BALLITO, INYONI, GARNET & PETREL) AT VARIOUS PORTS**

RFP NUMBER	: TNPA/2022/01/0062/RFP
ISSUE DATE	: 24 MAY 2022
COMPULSORY BRIEFING	: 13 JUNE 2022
CLOSING DATE	: 01 JULY 2022
CLOSING TIME	: 16:00 hrs
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Restoration and Commissioning of Four Pilot Boats (Ballito, Inyoni, Garnet & Petrel) at various Ports
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority (TNPA) Jetty 1, V&A Waterfront, Victoria Basin Cape Town, 8001 on the 13th June 2022 at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> •Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. •Tenderers without the recommended PPE will not be allowed on the site walk. •Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. •All forms of firearms are prohibited on Transnet properties and premises. •The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>
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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00hrs Friday, 01st July 2022</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://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 the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-14], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Works Information
C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Qetelo Mpanza
	Address:	Transnet National Ports Authority eMendi Administration Building N2 Neptune Road, Off Club Road Port of Ngqura, Gqeberha, 6001
	Tel No.	076 101 2777
	E – mail	Qetelo.Mpanza@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

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

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

2. Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is **70** points.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1 offer are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TNPA/2022/01/0062/RFP
- The Tender Description

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

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

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

Time: **16:00hrs** on the **01 July 2022**

Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

The procedure for the evaluation of responsive tenders is Functionality and Price:

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Maximum number of points
T2.2-02: Programme	Proposed programme showing a detailed schedule clearly indicating all activities and their sequence and showing input / engagement required from the Employer and other critical External Stakeholders	10
T2.2-03: Project Organogram, Management & CV's	CV's of Key Staff members indicating work experience and include valid qualification certificates for the below personnel: a) Naval Architect – Degree in Naval Architect registered with RINA or equivalent, Minimum 10 Years working experience b) Chief Engineer Officer (STCW) - Diploma in Mechanical Engineering or Diploma in Marine Engineering or Complete S4 (Marine Engineering), minimum 10 years' experience c) Spray Painter – Spray Painter Certificate N2 or higher, minimum 6 years working experience. d) Millwright – Trade test Certificate as Millwright, minimum 8 years working experience, e) Welder - Coded Welder Trade Test Certificate, with a minimum of 10 years. f) Electrician - Trade Test: Electrical, N4 or higher certificate, minimum 8 years working experience as an electrician.	25

T2.2-04: Health and Safety Management	<p>Bidder to submit required documents or required information to ensure SHE compliance in terms of scope of work. Included are:</p> <ul style="list-style-type: none"> Valid letter of good standing with insurance body Project Specific Health and Safety Plan in line with Project Specification Environment Management Plan Company Safety, Health and Environmental Policy is signed and dated Roles and Responsibilities of legal appointees, including but not limited to Safety Officer Safety Officer's CV and proof registration with SACPCMP Baseline SHE Risk Assessment Register specific to the project Completed Safety, Health and Environment Cost Breakdown 	15
T2.2-05: Previous experience	Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Marine Engineering/ Ship Repair industry.	30
T2.2-06: Method Statement	Bidders are to submit a detailed method statement that is specific to this project	20
Maximum possible score for Functionality	100	

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

- T2.2-02 **Evaluation Schedule:** Programme
- T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-04 **Evaluation Schedule:** Health and Safety Management
- T2.2-05 **Evaluation Schedule:** Previous experience
- T2.2-06 **Evaluation Schedule:** Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11 Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems .

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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

but are not limited to the outcome of a due diligence exercise to be conducted.
The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into a contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-01a Request for Site Inspection

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

- T2.2-02 **Evaluation Schedule:** Programme
- T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-04 **Evaluation Schedule:** Health and Safety Management
- T2.2-04a Health and Safety Questionnaire
- T2.2-05 **Evaluation Schedule:** Previous experience
- T2.2-06 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

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

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Job Creation Schedule



1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor
- T2.2-21 Forecast Rate of Invoicing
- T2.2-22 Three (3) years audited financial statements

1.3.4 Transnet Vendor Registration Form:

- T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....
(Company Name)

Represented
by:

.....
(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority (TNPA) Jetty 1, V&A Waterfront, Victoria Basin Cape Town, 8001 .	
On (date)	13 June 2022	Starting time: 10:00am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-01a: Request for Site Inspection due to Covid 19 Disaster Management Regulations.

To be returned by the tenderer to the Employer's Agent

Email to: Attention: Qetelo Mpanza
Email: **Qetelo.Mpanza@transnet.net**

Site Visits to view will take place on 14 June 2022 for Saldanha and 15-17 June 2022 for Durban. The Employer's Agent will confirm time allocations to the tenderer.

A **Clarification Presentation** will be loaded on to the National Treasury eTender Publication Portal at www.etenders.gov.za and www.transnet.net.

Tenderer Company/Proposed JV :

Contact:

Phone No:

e-mail Address:

I/We hereby confirm that for the purposes of submitting a tender offer a site inspection are hereby requested.

NB: Should the tenderer not return this document to inform Transnet by 13 June 2022 that they wish to carry out a site inspection, the opportunity will be forfeited.

Signature: _____

Date: _____

T2.2-02: Evaluation Schedule: Programme

Note to Tenderer:

Programme

The *Tenderer* details the programme for evaluation and attaches it to this schedule. In addition, the *Tenderer* is to provide an electronic copy of the programme in Primavera or MS Project.

The *Tenderer* shall indicate the following:-

- Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities.
- Schedule showing Starting, Completion, Sectional Completion and Key Dates as listed in Contract Data Part One - "Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM)
- All activity durations to be realistic and based on activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as nonworking periods
- Against each activity or grouping of activities, the *Tenderer* indicates their "time risk allowances" and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. The *Tenderer* owns these allowances
- Provisions for Health & Safety requirements, Clearly outlining how the *Tenderer* plans to provide the Works
- At a minimum, a Level 3 Programme is developed electronically and a hard copy to be supplied with the Tender document. This Schedule development should be in Ms project. Primavera would be an added advantage.
- The level of detail on the schedule should include, but not limited to, Key Milestones, Sectional Completion Milestones and Close-out activities
- The *Tenderer* to submit a schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule. This should include the bases used on production rates applied on the schedule

Provision of Dates:

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

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the Employer and Others,
- Access to a part of the site if later than its access date,

-
- Acceptances,
 - Plant & Materials and other things to be provided by the employer,
 - Information by Others,
 - starting date, access dates, Key Dates and Completion Date
 - planned Completion for each Key Date for each option and the complete works

Resourcing & Equipment:

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

Progress Measurement & Tracking Sheets:

The Tenderer provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.

Level 1 Schedule:

Executive Summary, also called a Project Master Schedule (PMS). This is a major milestone type of schedule; usually only one page, it highlights major project activities, milestones, and key deliverables for the whole project. It is used to summarise the project schedule in reports and other documents when a more detailed schedule is not required. Frequently developed by the 'client' as part of its initial feasibility studies for the project and then maintained by the contractor; may be used to assist in the decision making process (go/no-go, prioritization and determining the criticality of projects). Can be used to integrate multiple contractors / multiple project schedules into an overall program schedule. Audiences for this schedule Level include, but are not limited to client, senior executives and general managers. If included with a bid and/or the Contract, demonstrates conformance to contractual and other milestones.

Level 2 Schedule:

Management Summary, also called a Summary Master Schedule (SMS). Maintained as a summarisation of the Level 3 Project Coordination Schedule(s). It depicts the overall project broken down into its major components by area and is used for higher-level management reporting. Frequently developed by the 'client' as part of its commitment planning for the project and then maintained by the contractor. Can be used to integrate multiple contractors / multiple project schedules for the overall control of a program. It will include the Level 1 information expanded to show activities by area or major item of capital equipment. Should demonstrate the driving path for structures and major process systems at the CSI Division Level (e.g., Earthwork, Foundations, Framing, Enclosure, MEP Services and Process Equipment), based on the project method statement. Audiences for this type of schedule include, but are not limited to general managers, sponsors, and program or project managers.

Level 3 Schedule:

Project Coordination Schedule (PCS) also called a Publication Schedule. Initially developed as an integrated CPM overview of the project, the Level 3 schedule is then maintained as an integrated rollup or summary of the Level 4 schedule activities for reporting status to senior management and to report monthly status to major clients, etc. The schedule consists of a set of integrated Level 4 schedules based on Critical Path Methodology (CPM) and is developed with detailed input from the project

management team. Usually developed by the 'main contractor' as part of its tendering process for the project or by the project team during the initial phases of planning. **The Level 3 schedule spans the whole of the project and is used to support the monthly report. It includes all major milestones, major elements of design, engineering, procurement, construction, testing, commissioning and/or start-up.** If the Level 4 schedules are primarily developed by trade/sub-contractors, during the initial phases of the project the Level 3 schedule provides the schedule framework and constraints used by the subcontractors to develop their tenders. During the execution phase of the project this schedule defines the overall critical path and is the primary coordination tool for the overall project. Audiences for this type of schedule include, but are not limited to program or project managers, CMs or owner's representatives, superintendents, and general foremen.

Level 4 Schedule:

Execution Schedule, also called a Project Working Level Schedule. Level 4 is the detailed working level schedule, where each schedule is an expansion of part of a Level 3 schedule, and is established within the integrated project schedule. This is the key working level CPM schedule displaying the activities to be accomplished by the project workforce and is required for every project. The dates generated by the schedule activities represent the anticipated start and completion of work required to complete the project. If there is no 'Level 3' schedule, activities in future months/years may be summary in nature but still provide approximate start and completion dates for major pieces of work (this is called 'rolling wave scheduling'). Developed by the 'contractor', 'subcontractor' (trade contractor), or the project team prior to commencing work on the project execution, or work in a phase or area of the project. The Level 4 schedule may be for the whole of the project or a part of the project depending on the size of the project and complexity of the work. A critical factor is keeping each 'Level 4' schedule to a sensible size that can be easily managed, updated, validated, etc. 'Level 4' schedules may be for major sections of the work or for discrete processes such as a 'Design Schedule', 'Procurement schedule' and/or a 'Commissioning Schedule'. Generally, the 'Level 4' schedule represents the area of authority of a section manager or engineer, so one manager is responsible for all of the work in the schedule. **Activities are generally over a week in duration (depending on the nature of the project) and should be resource loaded at least in the near term and include detailed crew movements and other means and methods to ensure viability. Where used, short term 'look ahead' are produced from this level; typically 'Three Week Look-ahead' (progress meeting) schedules are updated every two weeks.** Audiences for this type of schedule include but are not limited to project managers, superintendents, and general foremen.

Level 5 Schedule:

Detail Schedule. The further breakdown of the activities of a Level 4 Schedule. A short term schedule used to map out the detailed tasks needed to coordinate day to day work in a specific areas. Level 5 schedules are developed by workforce supervisors to plan and coordinate their work at the detail level; Workarounds and critical areas can be exploded here. Typically Bar Charts (Gantt Charts), the schedules are replaced every 1, 2 or 4 weeks depending on the complexity of the work, typically schedules extend for 1 or 2 weeks beyond the date when the replacement is due (eg a 'weekly schedule' will extend for 2 weeks and be updated/replaced each week), this encourages continuity of working. Audiences for this type of schedule include but are not limited to superintendents, team leaders, crew leaders, general foremen, foremen and sub-foremen.

General Notes:

- Where available, the WBS is used as a basis for the development of the schedule structure
-

- Level 1 and 2 schedules are normally developed as part of the pre-feasibility studies to determine the viability of the project.
- Only Mega projects will have a fully maintained Level 1 and Level 2 schedule. Smaller project typically only have a Level 2 schedule.
- The Level 3 schedule is initially developed as a high level CPM overview of the project. If the project is relatively small, the Level 3 schedule is expanded into a Level 4 schedule for coordinating the execution of the works. On larger projects with multiple Level 4 schedules the Level 3 schedule is maintained as the project's overall, integrated CPM schedule.
- Every project requires a Level 4 schedule for day to day coordination of the project's work. However, the overall size of this schedule needs to be 'manageable' and focused on the work in one management area. The Level 3 schedule becomes critical for the overall coordination of the project as soon as more than one Level 4 schedule is in use.

The table below indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Score 0	<i>Tenderer</i> failed to submit the schedule
Score 40	<ul style="list-style-type: none"> • Programme does not show order and timing. • Programme duration not realistic • <i>Tenderer</i> failed to display the ability to execute the works in terms of the Employer's requirements
Score 70	<p><i>Tenderer</i> has demonstrated reasonable knowledge the development of:</p> <ul style="list-style-type: none"> • Ability to execute the Works in terms of the <i>Employer's</i> requirements, indicating the order and timing of the construction activities that will take place in order to provide the works • Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date • All activities to be logically tied using critical path method (CPM) on both predecessor and successor • Level 3 schedule • Estimated Project Duration: Months and the calendar actual work week/month • Schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule. • Time risk allowance against each task group indicated
Score 90	<p><i>Tenderer</i> has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none"> • Ability to execute the works in terms of the Employer's requirements, • Indicating the order and timing of the construction activities that will take place in order to provide the Works • Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date • All activities to be logically tied using critical path method (CPM) with open end on predecessors or successors • Level 4 schedule • Estimated Project Duration: weeks and the calendar actual work week/month • Time risk allowance against each task group indicated • Schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule

Score 100	<p><i>Tenderer</i> has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none">• Ability to execute the Works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works• Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date• All activities to be logically tied using critical path method (CPM) No open end• Level 4 schedule with schedule that provides alternative opportunities for accelerated implementation• Estimated Project Duration: days and the calendar actual work week/month• Time risk allowance against each task group indicated• Narrative explaining the schedule development covering more than deliverables outlined above.
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T2.2-03: Evaluation Schedule: Project Organogram, Management & CV's

Submit the following documents as a minimum with your tender document:

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Detailed CV's providing the following:
 - a) **Naval Architect** – Degree in Naval Architect registered with RINA or equivalent, Minimum 10 Years working experience
 - b) **Chief Engineer Officer (STCW)** - Diploma in Mechanical Engineering or Diploma in Marine Engineering or Complete S4 (Marine Engineering), minimum 10 years' experience
 - c) **Spray Painter** – Spray Painter Certificate N2 or higher, minimum 6 years working experience.
 - d) **Millwright** – Trade test Certificate as Millwright, minimum 8 years working experience,
 - e) **Welder**- Coded Welder Trade Test Certificate, with a minimum of 10 years.
 - f) **Electrician** - Trade Test: Electrical, N4 or higher certificate, minimum 8 years working experience as an electrician.

- a) The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
a) Naval Architect	
b) Chief Engineer Officer (STCW)	
c) Spray Painter	
d) Millwright	
e) Welder	
f) Electrician	

The scoring of the Project Organogram, Management & CV's will be as follows:

Score 0	Tenderer failed to provide information
Score 40	Naval Architect has a minimum 10 Years working experience Chief Engineer with minimum experience of 10 years.
Score 70	Naval Architect has a minimum 10 years working experience, Chief Engineer with minimum experience of 10 years Coded Welder with minimum 10 years working experience. Spray painter with minimum experience of 6 years.
Score 90	Naval Architect has a minimum 10 years working experience, Chief Engineer with minimum experience of 10 years, Coded Welder with minimum 10 years working experience Spray painter with minimum experience of 6 years Electrician with minimum experience of 8 years or Millwright with minimum 8 years' experience
Score 100	Naval Architect with minimum 10 years working experience, Chief Engineer with minimum 10 years of experience, Coded Welder with minimum 10 years working experience, Spray painter with minimum 6 years of experience, Electrician with minimum 8 years' experience Millwright with minimum 8 years' experience.

T2.2-04: Evaluation Schedule: Health and Safety Management

Bidder to submit the below documents to ensure SHE compliance in terms of the scope of work.

- a) Valid letter of good standing with insurance body
- b) Project Specific Health and Safety Plan in line with Project Specification
- c) Environmental Management Plan
- d) Company Safety, Health and Environmental Policy is signed and dated
- e) Roles and Responsibilities of legal appointees, including but not limited to Safety Officer
- f) Safety Officer's CV and proof registration with SACPCMP
- g) Baseline SHE Risk Assessment Register specific to the project
- h) Completed Safety, Health and Environment Cost Breakdown

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

Category	Category Criteria	Detail for submission	Scoring
Health and Safety	Bidder to submit the below documents to ensure SHE compliance in terms of the scope of work	a) Valid letter of good standing with insurance body b) Project specific H&S Plan in line with the project specification c) Environmental Management Plan d) Company H&S and Environmental Policy signed and dated e) Roles and Responsibilities of legal appointees, including but not limited to Safety Officer f) Safety Officer's CV and proof of registration with SACPCMP g) Baseline SHE Risk Assessment Register specific to the project h) Completed Safety Health and Environmental Cost Breakdown	100
		a) Valid letter of good standing with insurance body b) Project specific H&S Plan in line with the project specification c) Environmental Management Plan d) Company H&S and Environmental Policy signed and dated Safety Officer's CV and proof of registration with SACPCMP Baseline SHE Risk Assessment Register specific to the project Additional to the above, submission of any one (1) of the below items: a) Roles and Responsibilities of legal appointees, including but not limited to Safety Officer b) Completed Safety Health and Environmental Cost Breakdown	90
		a) Valid letter of good standing with insurance body b) Project specific H&S Plan in line with the project specification c) Environmental Management Plan d) Company H&S and Environmental Policy signed and dated Safety Officer's CV and proof of registration with SACPCMP Baseline SHE Risk Assessment Register specific to the project	70
		a) Valid letter of good standing with insurance body b) Project specific Health and Safety Plan in line with Project Specification	40

Category	Category Criteria	Detail for submission	Scoring
		No Information submitted/ Information submitted does not conform to requirements.	0

Attached submissions to this schedule:

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T2.2-4a: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE													
1A. Injury Experience / Historical Performance - Alberta													
Use the previous three years injury and illness records to complete the following:													
Year													
Number of medical treatment cases													
Number of restricted work day cases													
Number of lost time injury cases													
Number of fatal injuries													
Total recordable frequency													
Lost time injury frequency													
Number of worker manhours													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 – Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 – Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 – Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician												
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4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours												
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours												
1B. Workers' Compensation Experience													
Use the previous three years injury and illness records to complete the following (if applicable):													
Industry Code:		Industry Classification:											
Year													
Industry Rate													
Contractor Rate													
% Discount or Surcharge													
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No											
2. CITATIONS													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												

5B. Do you have a program for training newly hired or promoted supervisors? Yes No
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

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

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?
 Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?
 Yes No Weekly Biweekly Monthly

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

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?
 Yes No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

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

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

Previous Experience - Tenderers are required to demonstrate performance/experience in the delivery of comparable projects of similar size and nature by supplying the following:

- A list of past/current comparable projects.
- The tenderer to submit the following: Previous experience based on similar work (specific to this scope). Reference letter(s) for previous Marine Engineering/ Ship Repair industry or similar projects. Bidder must submit reference letter(s) from client(s) on clients' company letterhead signed by the client confirming the work performed with a clear indication of clients' impression of the work performed.
- Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Marine Engineering/ Ship Repair industry.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2022/01/0062/RFP
 DESCRIPTION OF THE WORKS: RESTORATION AND COMMISSIONING OF FOUR (4) PILOT BOATS
 (BALLITO, INYONI, GARNET & PETREL) AT VARIOUS PORTS

Category	Category Criteria	Detail for submission	Scoring
Previous Experience	Proof of previous experience on the Client's letter head signed off and dated by Client.	Bidder to indicate Company Experience in the Marine Engineering/ Ship Repair industry by providing-	
		The Tenderer has undertaken and successfully completed (within cost & time) ≥ 10 projects of a similar nature within the last 5 years. Tenderer provided traceable references for all ten or more (10 or more) to substantiate experience indicated.	100
		The Tenderer has undertaken and successful completed 6-9 projects of a similar nature in the last 5 years. Tenderer provided traceable references for all six to nine (6-9) provided to substantiate experience indicated.	90
		The tenderer has undertaken and completed a minimum of 5 projects of a similar nature in the past 5 years. Tenderer provided traceable references for all five (5) provided to substantiate experience indicated.	70
		The tenderer has completed < 3 projects of a similar nature in the last 5 years. Tenderer provided traceable references less than three (3) to substantiate experience indicated.	40
		Tenderer Failed to provide information	0

T2.2-06: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

The Method statement should address all the aspects of the Scope of Work in detail. The Method statement shall include the following as a minimum of the critical elements in terms of Scope of Works but not limited to:

- a) Bridge and Navigation Equipment
- b) Electrical Monitoring and Alarm system
- c) Deck Machinery
- d) Accommodation (i.e. cabins, galley, messroom, WC)
- e) Main and Auxiliary engine room machinery
- f) Hull and Superstructure
- g) Propulsion system
- h) Steelwork & Paintwork

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

Category	Category Criteria	Detail for submission	Score
Method Statement	<p><u>The Method statement shall include the following as a minimum of the critical elements in terms of Scope of Work but not limited to the following:</u></p> <ul style="list-style-type: none"> a) Bridge and Navigation Equipment b) Electrical Monitoring and Alarm system c) Deck Machinery d) Accommodation (i.e. cabins, galley, messroom, WC) e) Main and Auxiliary engine room machinery f) Hull and Superstructure g) Propulsion system h) Piping, Steelwork & Paintwork i) Tanks & Engines room spaces j) Fendering 	The tenderer has submitted no information or inadequate information to determine a score.	0
		The methodology approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.	40
		The methodology approach is specifically tailored to address the specific project objectives (i.e covers all aspects of the scope of works A-J). The methodology is sufficiently flexible to accommodate changes that may occur during execution. The methodology approach adequately deals with all the critical elements of the scope of works	70
		The methodology approach is specifically tailored to address the specific project objectives and more (i.e covers all aspects of the scope of works A-J and makes provision for installation of a smart fuel consumption metering system). The methodology is sufficiently flexible to accommodate changes that may occur during execution. The methodology approach exceeds the critical elements of the scope of works.	90
		The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of (all aspects of the scope of works A-J, makes provision for installation of a smart fuel consumption metering system and solar energy for lighting, geyser etc) .The methodology approach details ways to improve the project outcomes and the quality of the outputs.	100

T2.2-07: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-08: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
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5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

T2.2-09 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-10: Risk Elements

Tenderers to review the potential risks associated with the Scope of Services. Demonstrate and outline measures to evaluate and mitigate the perceived risk elements relating to the provision of services for proposed repair, commission and restore the life of 4 Tugs in the Port system. The tenderer to comprehensibly complete a detailed initial risk register with the potential risk associated with the scope. Furthermore, the tenderer shall indicate % probability, % impact, and mitigation plan as the minimum.

Risk category	Details of risk	% Probability	% Impact	Mitigation plan	Where implemented	Results of implementation

T2.2-11: Availability of Equipment and Other Resources

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

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

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

DECLARATION OF INTEREST

1. 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.

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); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

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

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

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

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 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:

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.

SBD 4

2.7.2 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

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 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

2.8.1 If so, furnish particulars:

2.9 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

2.8.2 If so, furnish particulars.

SBD 4

2.9 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

2.9.1 If so, furnish particulars.

2.10 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

2.10.1 If so, furnish particulars:

SBD 4

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

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

SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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).

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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 (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
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

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.

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

7. SUB-CONTRACTING

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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/Service provider
- Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, 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:

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁴ invited.
2. 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).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities 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.
4. 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.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ 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.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote 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

SBD 9

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 consortium⁶ 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;
 - (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.

⁶ 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.

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

T2.2-13 NON-DISCLOSURE AGREEMENT

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

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

Transnet SOC Ltd (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

.....
.....

WHEREAS

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

T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

-
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
 - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this ____ day of _____ 20 ____

SIGNATURE OF TENDERER

T2.2-16: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct;and

- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

- the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
 - f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFP") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

DESCRIPTION OF THE SERVICES: DETAILED CONDITION ASSESSMENT ON FOUR (4) TUGS THAT ARE LOCATED IN THE PORTS OF SALDANHA, CAPE TOWN & DURBAN

- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-18 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-19: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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

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

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

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			



T2.2-21: Forecast Rate of Invoicing

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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T2.2-22: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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



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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

XXXXX (Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

C1.1: Form of Offer & Acceptance

Offer

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

Restoration and Commissioning of Four Pilot Boats (Ballito, Inyoni, Garnet & Petrel) at various Ports

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2022/01/0062/RFP
 DESCRIPTION OF THE WORKS: RESTORATION AND COMISSIONING OF FOUR (4) PILOT BOATS
 (BALLITO, INYONI, GARNET & PETREL) AT VARIOUS PORTS

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none">• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

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

2.2. General assumptions

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

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

- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

ITEM	SUB ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		EXTERNAL HULL CLEANING				
	1.1	HULL CLEANING				
	1.1.1	Scrape and high pressure water wash hull exterior. Clean dock and dispose of the barnacles. All high pressure washing to be done with suitable equipment of minimum 220 bar pressure	m ²	305		
	1.2	HULL GRIT BLASTING NOTE: <i>All windows to be securely covered with hardboard before grit blasting</i>	m ²	305		
	1.2.1	(SA1 = Will remove lifting rust and paint. 1 nozzle/hour = 15 m ²) (SA2.0 = Down to bare metal over 80% of hull). (SA2.5 = At least 95% of the surface shall be clean bare steel with at least 90% of any 25mm square clean bare steel. 1 nozzle/hour = 7 m ²). All grit blasting to be conducted in conjunction with the appointed paint representative. This will include the decision as to whether to carry out a SA1.0 or SA2.5 grit blast. Contractors will be		305		

		responsible for the cleaning and removal of all spent grit from dry-dock and the legal disposal of such.				
	1.2.2	Light wet sweep blasting to SA 1 to be carried out on hull [It may be necessary to spot blast certain areas to SA2.5, allow 15% for this]	m ²	305		
2		EXTERNAL SUPERSTRUCTURE CLEANING				
	2.1	Wet spot grit blasting to SA 1 to be carried out on superstructure, including masts, hook, windlass and other fixtures. <i>It may be necessary to blast certain areas to SA 2.5, allow 15% for this</i> [[Contractors to ensure all glass areas are covered and protected against damage from shot blast] [Contractors to supply own certified scaffolding if required]] <i>Copies of safety Certificates of any safety equipment to be available to the vessel for the duration of the dry-dock, this includes scaffolding, safety harness etc.] Water wash all sand blasted areas to remove all grit before painting</i>	m ²	80		
3		MAIN DECK AND MONKEY ISLAND CLEANING				

	3.1	Wet spot grit blasting to SA 1 to be carried out on main deck, monkey island deck.[It may be necessary to blast certain areas to SA2.5, allow 15% for this] <i>[Contractors to ensure all glass areas are covered and protected against damage from shot blast]</i> <i>[Contractors to supply own certified scaffolding if required][Copies of safety Certificates of any safety equipment to be available to the vessel for the duration of the dry-dock, this includes scaffolding, safety harness etc.] Water wash all sand blasted areas to remove all grit before painting</i>	m ²	166		
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4		SEA CHESTS AND GRIDS				
	4.1	Remove ships intake grids (two in number).	EA	2		
	4.2	Mark grids for easy installation	EA	2		
	4.3	Scrape and high pressure wash inside sea chests and sea chest grids.	EA	2		
	4.4	Damaged Intake Grid bolts and threads to be repaired and/or replaced. Broken bolt threads too be removed from holes. <i>[Bolts are stainless steel]</i>	EA	10		
	4.5	Spray paint inside sea chests and grids as per hull specifications	m ²	50		

	4.6	Remove anodes and replace anodes inside sea chests after painting [<i>Ref : Hull painting</i>]	EA	2		
	4.7	Replace grids upon completion of painting [<i>Ref : Hull painting</i>]	EA	2		
	4.8	All sea chest grid bolts to be rewired with stainless steel wire [Wire to be supplied by <i>CONTRACTOR</i>]	ROLLS	2		

5		<i>HULL PAINTING [On Completion of blasting and mechanically cleaning] NOTE: Paint specs requirements might change by paint specialist. Painters to follow specialist advise.</i>				
	5.1	Apply a coat primer paint as per appointed paint representative's instructions to hull exterior, including underwater and side areas, sea chests, and hawser pipes.	m ²	305		
	5.2	Apply a coat key paint as per appointed paint representative's instructions to hull exterior, including underwater, sea chests, and hawser pipes.	m ²	305		
	5.3	Apply first anti-fouling paint as per appointed paint representative's instructions to hull exterior up to and including the waterline. To	m ²	305		

		include underwater and side areas, sea chests, hawser pipes.				
	5.4	Apply second anti-fouling paint as per appointed paint representative's instructions to hull exterior up to and including the waterline. To include underwater and side areas, sea chests, hawser pipes.	m ²	305		
6		ABOVE WATER LINE PAINTING				
	6.1	Apply a coat primer paint as per appointed paint representative's instructions to hull exterior above waterline.	m ²	166		
	6.2	Apply coat [black] as per appointed paint representative's instructions to hull exterior above waterline. To include hawser pipes.	m ²	166		
	6.3	Paint vessel names, port of registration and draft marks In white. Port and stb'd side	SUM	1		
7		SUPERSTRUCTURE PAINTING				
	7.1	Apply primer coat to prepared exposed areas on superstructure and all decks as per appointed paint representative's instructions.	m ²	200		

	7.2	Apply final coat [white] as per appointed paint representatives instructions to complete superstructure, including mast.	m ²	200		
8		MAIN DECK AND MONKEY ISLAND PAINTING				
	8.1	Apply primer coat to prepared exposed areas all decks as per appointed paint representative's instructions	m ²	170		
	8.2	Apply coat deck green as per appointed paint representative's instructions to all decks.	m ²	170		
	8.3	Paint all decks with final coat green paint as per manufacturer's specification and put non-slip sand on decks.	m ²	166		
9		DECK AUXILLIARY EQUIPMENT PAINTING				
	9.1	Apply primer coat to prepared exposed areas on all deck auxiliary equipment as per appointed paint representative's instructions.	M2	305		
	9.2	Paint all deck auxiliary equipment such as winches, anchor windlass and fit denzo tape on metal fittings.(established on site briefing)	M2	305		

10		ANODES				
	10.1	All old anodes to be removed from hull, sea chests and rudder stocks before shot blasting and returned to vessel.	ea	18		
	10.2	All studs and threads to be cleaned [<i>16mm die nut</i>] and protected before shot blasting and painting commences. (<i>Suggest using garden hose pipe or strong tape to protect studs 16mm ID</i>)	ea	20		
	10.3	Broken or damaged anode studs to be replaced [16mm]. Contractor to make provision				
	10.4	Replace new anodes in sea chest, on hull and rudder stocks on completion of painting. [<i>Owner to supply anodes, washers and nuts</i>]	ea	18		

11		ANCHORS AND CHAIN				
	11.1	Lower anchors and range chains for SAMSA survey	ea	2		
	11.2	Wet grit blast anchors and chains.	ea	2		
	11.3	Contractor to make provision for a new chain	ea	2		
	11.3	Prime and Paint anchors	ea	2		
	11.4	Paint markings on chain.	ea	2		

	11.5	Coat chains with boiled linseed oil or equivalent.	<i>ea</i>	2		
12		TANKS				
		Contractors to open and reseal tanks using new neoprene or Vellumoid jointing. Contractors to ensure that all tanks have a valid gas free certificate before entering. All tanks to be verified gas free on daily basis. Contractors to supply own ventilation fans. Any contractors not following safe working practices will be stopped from working. Tank plugs to be removed by ships staff. Low voltage lights to be used in the tanks and intrinsically safe tools to be used in the tanks. Rules for entering confined spaces to be adhered to				
	12.1	<i>FRESH WATER TANKS [Port and Starboard]</i>	m ³	2.3		
	12.1.1	Fresh water tanks to be emptied.	m ³	2.3		
	12.1.2	Fresh water tanks – manhole covers to be removed	SUM	1		
	12.1.3	Fresh Water Tanks - All studs, nuts and bolts to be cleaned and buffed.	SUM	1		
	12.1.4	Fresh water tanks cover mating surfaces to be mechanically cleaned and prepared.	SUM	1		
	12.1.5	New Neoprene jointing to be supplied for tank covers	SUM	1		

	12.1.6	Gas free certificate to be issued for entry into Fresh Water Tank	SUM	1		
	12.1.7	Fresh water tank to be high pressure water washed. Water to be removed and tanks dried.	SUM	1		
	12.1.8	Fresh water tank to be degreased and mechanically cleaned for inspection.	SUM	1		
	12.1.9	Fresh water tanks to be inspected by ships staff and by Appointed Paint Representative	SUM	1		
	12.1.10	On approval fresh water tank to be painted as per Appointed Paint Representative. <i>[Allow 20% coverage for quotation purposes]</i>	SUM	1		
	12.1.11	Final inspection by ships staff before tank covers are replaced.	SUM	1		
	12.1.12	Fresh water tank covers to be replaced. Anti-seize paste to be used on all nuts and bolts.	SUM	1		
	12.2	<i>FUEL TANKS: NOTE: Contractor to pump out fuel and provide storage facility ± 10M³</i>				
		Fuel day tank-Port day tank	m ³	1.3		
		Fuel day tank-Starboard day tank	m ³	1.3		

		Fuel Oil double bottom fuel tank -No 4	m ³	4.6		
		Fuel Oil double bottom fuel tank -No 6	m ³	6.7		
		Fuel Oil double bottom fuel tank -No 7	m ³	6.7		
	12.2.1	Contractor to make provision and or install flow meter gauges on both Port & STB day tanks				
	12.2.2	Fuel tanks covers to be removed/opened	EA	5		
	12.2.3	Fuel Tanks to be opened	Sum	1		
	12.2.4	Fuel Tanks All studs, nuts and bolts to be cleaned and buffed.	Sum	1		
	12.2.5	Fuel Tanks covers mating surfaces to be mechanically cleaned and prepared.	Sum	1		
	12.2.6	New oil resistant Vellumoid jointing to be supplied for Fuel Tanks covers.	Sum	1		
	12.2.7	Gas free certificate to be issued for before entry into Fuel Tanks	Sum	1		
	12.2.8	Fuel Tanks All studs, nuts and bolts to be cleaned and buffed.	Sum	1		
	12.2.9	Fuel Tanks covers mating surfaces to be mechanically cleaned and prepared.	Sum	1		
	12.2.10	New oil resistant Vellumoid jointing to be supplied for Fuel Tanks covers.	Sum	1		
	12.2.11	Gas free certificate to be issued for before entry into Fuel Tanks	Sum	1		

	12.2.12	Fuel Tank to be cleaned for SAMSA inspection	Sum	1		
	12.2.13	Fuel Tank to be inspected by ships staff	Sum	1		
	12.2.14	Fuel Tank inspection to be carried out by SAMSA [<i>New gas free certificate before entry to be supplied by contractor</i>]	Sum	1		
	12.2.15	Final inspection by ships staff before covers are replaced.	Sum	1		
	12.2.16	Fuel Double Bottom and day Tanks covers to be replaced. Anti-seize paste to be used on all nuts and bolts.	Sum	1		
12.3		Grey /black water tank Contractor to pump out grey/black water and provide disposal facility ± 2M³ and dispose of grey/black water and provide disposal certificate.				
	12.3.1	Grey/black water tanks to be emptied.	M3	1.83		
	12.3.2	Remove all pipe work to open tank	SUM	1		
	12.3.3	Grey/black water tanks covers to be removed	SUM	1		
	12.3.4	Grey/black water tanks All studs, nuts and bolts to be cleaned and buffed.	SUM	1		
	12.3.5	Gas free certificate to be issued for before entry into grey/black water tank	SUM	1		

	12.3.6	Grey/black water tanks to be cleaned for SAMSA inspection	SUM	1		
	12.3.7	Grey/black water tanks to be inspected by ships staff	SUM	1		
	12.3.8	Grey/black water tanks inspection to be carried out by SAMSA [<i>New gas free certificate before entry to be supplied by contractor</i>]	SUM	1		
	12.3.9	Final inspection by ships staff before covers are replaced.	SUM	1		
	12.3.10	Grey/black water tanks covers to be replaced. Anti-seize paste to be used on all nuts and bolts.	SUM	1		
	12.3.11	Grey/black water tanks replace neoprene gasket	SUM	1		
	12.3.12	Grey/black water tanks replace all pipe work on completion	SUM	1		
12.4		DIRTY OIL TANK Contractor to pump out Dirty oil tank and provide disposal facility ± 2M³ and dispose of dirty oil and provide disposal certificate.	M ³	1.265		
	12.4.1	Dirty oil tanks to be emptied.		1.265		
	12.4.2	Remove all pipe work to open tank	SUM	1		
	12.4.3	Dirty oil tanks covers to be removed	SUM	1		
	12.4.4	Dirty oil tanks all studs, nuts and bolts to be cleaned and buffed.	SUM	1		

	12.4.5	Gas free certificate to be issued for before entry into oily water tank	SUM	1		
	12.4.6	Dirty oil tanks to be cleaned for SAMSA inspection	SUM	1		
	12.4.7	Dirty oil tanks to be inspected by ships staff	SUM	1		
	12.4.8	Dirty oil tanks inspection to be carried out by SAMSA [<i>New gas free certificate before entry to be supplied by contractor</i>]	SUM	1		
	12.4.9	Final inspection by ships staff before covers are replaced.	SUM	1		
	12.4.10	Dirty oil tanks covers to be replaced. Anti-seize paste to be used on all nuts and bolts.	SUM	1		
	12.4.11	Dirty oil tanks replace neoprene gasket	SUM	1		
	12.4.12	Dirty oil tanks replace all pipe work on completion	SUM	1		

13		PROPULSION				
	13.1	Propellers to be cleaned and polished	ea	2		
	13.2	Shaft clearance to be taken before shafts are drawn. Report to be submitted for SAMSA survey	ea	2		

	13.3	Propeller shafts to be drawn	ea	2		
	13.4	Shafts straightness tests to be done in contractor workshop	ea	2		
	13.5	Non Destructive testing to check for cracks.	ea	2		
	13.6	Shaft measurements to be taken. Report to be submitted for SAMSA survey	ea	2		
	13.7	Blueing of the shaft and the propeller to be done and inspected by CMEO and SAMSA surveyor	ea	2		
	13.7	Blueing of the shaft and the coupling to be done and inspected by CMEO and SAMSA surveyor	ea	2		
	13.8	Cutless bearing measurements to be taken when shafts are drawn	ea	2		
	13.9	Cutless bearings to be to be replaced with new Vesconite machined bearings	ea	2		
	13.10	When the shaft is assembled, stern tubes seals and white metal bearings to be fitted, specification will be provided by the owner. Contractor to supply new stern tube seals	ea	4		
	13.11	Contractor to check for leaks on Stern Tubes after seals are fitted and system filled with oil	ea	4		

14		SHIPS VALVES				
	14.1	<i>Valves to be dismantled for SAMSA inspection and refurbished. Machine, lapin/machine valve and seats as required. New jointing and packing to be used. Jointing between valve and ships side/sea chest to be renewed after cleaning flanges. Stainless steel bolts and nuts to be used where mild steel are found. All valve and strainer insides to paint with Apexior 3 or equivalent. All valve openings to exterior to be blanked off to stop ingress of shot blast and paint. All mating surfaces, studs and nuts to be examined for signs of corrosion.</i>				
		Port sea water inlet valve to strainer (butterfly valve) (DN 200)	ea	1		
		Stb'd sea water inlet valve to strainer (butterfly valve) (DN 200)	ea	1		
	14.1.2	<i>Water manifold need to be removed to get to the sea chest valves, pipe work and other valves</i>	EA	2		
	14.1.3	Remove sea valves in entirety	EA	15		
	14.1.4	All openings to be blanked off to stop ingress of shot blast/paint	EA	15		

	14.1.5	Valve/sea chest mating surfaces to be cleaned, prepared and inspected for damage and/or corrosion.	EA	15		
	14.1.6	All studs, nuts and bolts to be cleaned and buffed.	SUM	1		
	14.1.7	Sea chest tops to be degreased, mechanically cleaned and painted with a suitable primer paint with a corrosion inhibitor and final top coat	SUM	1		
	14.1.8	Dismantle and refurbish valves, including cleaning and painting, lapping-in valve seats/disks or machining same where necessary.	SUM	1		
	14.1.9	Valve parts too inspected by vessel CMEO before assembly. Valve bodies, valve spindles, valve disks and seats to be inspected for damage and all valve spindle threads checked. Condition of gland followers and gland studs to be inspected. [Confirm with SAMSA surveyor if he wants a visual inspection of valves before assembly and value/time of pressure test.	SUM	1		
	14.1.10	Reassemble all valves with new joints and new gland packing.	EA	15		
	14.1.11	Pressure test all sea valves on the gland side to 2 bar for a minimum 5 minutes. CMEO to witness tests. <i>[Valves should be closed by hand and then "nipped up" for the pressure test. Over tightened valves will not be accepted]</i>	SUM	1		

	14.1.12	On satisfactory competition of pressure test, valves to be presented to SAMSA surveyor for inspection. <i>[Should any valves fail SAMSA inspection, further SAMSA costs to be borne by contractor]</i>	SUM	1		
	14.1.13	Refit valves using new KLINGER jointing and stainless steel nuts and bolts.	SUM	1		
	14.1.14	Report for valves to be submitted for record purposes	SUM	1		

15.0		VALVES				
	15.1	OVERBOARD VALVES				
		Overboard Fire line valve (65mm) SDNR Globe valve	ea	1		
		Bilge Overboard Valve (40mm) SDNR Globe valve	ea	1		
		Black Water and Grey water overboard valve(40mm) SDNR Globe valve	ea	1		
		Port main engine sea water overboard valve(65mm) SDNR Globe valve	ea	1		
		Stb'd main engine sea water overboard valve(65mm) SDNR Globe valve	ea	1		

		Port generator sea water overboard valve(32mm) SDNR Globe valve	ea	1		
		Stb'd generator sea water overboard valve(32mm) SDNR Globe valve	ea	1		
		Oily water separator overboard valve(25mm) SDNR Globe valve	ea	1		
		Chain locker overboard valve (40mm) SDNR Globe valve	ea	1		
		Port Generator overboard valve NRN(DN100)	ea	1		
		Starboard Generator overboard valve NRN(DN100)	ea	1		
	15.1.1	Valves to be removed, dismantled for SAMSA inspection and refurbished. Machine, lap-in/machine valve and seats as required. Machine new pins and renew rubber seats. New jointing and packing to be used. KLINGER Jointing between valve and ships side/sea chest to be used. Stainless steel bolts and nuts to be used. All valve and strainer insides to paint with Apexior 3 or equivalent. All valve opening to exterior to be blanked off to stop ingress of shot blast and paint. All mating surfaces, studs and nuts to be examined for signs of corrosion.				
			SUM	1		

	15.1.2	Remove overboard valves in entirety	SUM	1		
	15.1.3	All openings to be blanked off to stop ingress of shot blast/paint	SUM	1		
	15.1.4	Valve/hull mating surfaces to be cleaned, prepared and inspected for damage and/or corrosion.	SUM	1		
	15.1.5	All studs, nuts and bolts to be cleaned and buffed.	SUM	1		
	15.1.6	Dismantle and Refurbish valves, including cleaning and painting, lapping-in valve seats/disks or machining same where necessary. Rubber to be renewed on non-return flap valves.	SUM	1		
	15.1.7	Valve parts to be inspected by TNPA representative before assembly. Valve bodies, valve spindles, valve disks and seats to be inspected for damage and all valve spindle threads checked. Condition of gland followers and gland studs to be inspected. [Confirm with SAMSA surveyor if he wants a visual inspection of valves before assembly and value/time of pressure test.	<i>SUM</i>	1		
	15.1.8	Contractor to make provision for all valve/s that require renewal/replacement.	SUM	1		
	15.1.9	Reassemble all valves with new joints and new gland packing.	SUM	1		

	15.1.10	Pressure test all overboard valves on the water side to 2 bar for a minimum 5 minutes. TNPA representative to witness tests. <i>[Valves should be closed by hand and then "nipped up" for the pressure test. Over tightened valves will not be accepted]</i>	SUM	1		
	15.1.11	On satisfactory completion of pressure test, valves to be presented to SAMSA surveyor for inspection. <i>[Should any valves fail SAMSA inspection, further SAMSA costs to be borne by contractor]</i>	SUM	1		
	15.1.12	Refit valves using new KLINGER jointing and stainless steel nuts and bolts.	SUM	1		
	15.1.13	Report for valves to be submitted for record purposes	SUM	1		
	15.1.14	During flooding valves to be left in open position and checked for leaks and rectified if leaking by contractor.	SUM	1		
16.0		ANCHOR CHAIN LOCKERS	M ³	5		
	16.1	CHAIN LOCKERS				
	16.1.1	Chain lockers to be opened for inspection. High pressure washed and cleaned for SAMSA inspection. Touch-up paintwork as required. Gratings to be removed and refitted.	SUM	1		

	16.1.2	On completion of painting chain lockers, anchor chains to be brought back on-board.	SUM	1		
	16.1.3	Final inspection by ships staff before chain locker covers is replaced.	SUM	1		
	16.1.4	Anchor locker covers to be replaced. Anti-seize paste to be used on all nuts and bolts.	SUM	1		
	16.1.5	Contractor to make provision for new capstan/s and installations.	SUM	1		
17.0		HULL THICKNESS TESTING				
	17.1	THICKNESS TESTING				
	17.1.1	To do thickness testing as per SAMSA Requirement, plus or minus 80 points per vessel. Port and Stbd hull	SUM	1		
	17.1.2	Hull thickness report to be submitted for SAMSA survey	SUM	1		
18		NAVIGATION				
	18.1	NAVIGATION EQUIPMENT				
	18.1.1	Remove existing equipment including cabling	SUM	1		
	18.1.2	Replace navigation equipment with the latest updated models available in the market in accordance to Class requirements,	SUM	1		

		Equipment to be replaced, but not limited to. Echo sounder Radar AIS SART Epirb GMDSS handheld radios SSB radio with antennae GMDSS VHF radio with antennae Anemometer Compass Navtex Talkback/ intercom Clock Inclinometer Chargers for radios and communications				
	18.1.3	All manuals for navigation equipment fitted to be supplied to craft in electronic form and printed form	SUM	1		
	18.1.4	Drawings for new antennae plan and all electrical schematics for	SUM	1		

		equipment fitted to be supplied in printed and electronic form				
	18.1.5	Commission and certify equipment in accordance to Class requirements	SUM	1		
	18.2	NAVIGATION LIGHTS				
	18.2.1	Remove all Navigation lights and cabling from mast to panel in wheelhouse	SUM	1		
	18.2.2	Install all new navigation lights on mast and rewire with new cabling	SUM	1		
	18.2.3	Install new navigation switch panel as per Class requirements.	SUM	1		
	18.2.4	New electrical schematics for navigational lights to be submitted in printed and electronic format	SUM	1		
	18.2.5	Certificates for navigational lights to be submitted for new navigational lights	SUM	1		
	18.2.6	Commission and certify equipment in accordance to Class requirements	SUM	1		
19		WHEELHOUSE				

	19.1	Bridge chairs for skippers to be removed and new to replaced	ea	2		
	19.2	Old flooring in wheelhouse to be removed and new flooring to be fitted to wheelhouse	m ²	10		
	19.3	Seating arrangements in wheelhouse to be removed and new seating to be installed.	<i>SUM</i>	1		
20		ACCOMODATION				
	20.1	Bunks in sleeping accommodation to be removed and new bunks to be installed	<i>SUM</i>			
	20.2	New mattresses to be supplied to fit bunks	<i>SUM</i>			
	20.3	Old galley cupboards to be removed and new cupboards to be installed	<i>SUM</i>			
	20.4	New basins in galley to be fitted	<i>SUM</i>			
	20.5	New taps and plumbing to be installed in galley area	<i>SUM</i>			
	20.6	Showers area to be retiled and bulkheads repainted	<i>SUM</i>			
	20.7	Old toilets to be removed and new toilets to be fitted with new plumbing	<i>SUM</i>			

	20.8	Old geyser to be removed and new 100 litre geyser to be fitted.	<i>EA</i>	1		
	20.9	Renew all copper piping and fittings for hot water system	<i>SUM</i>	1		
21		ENGINE ROOM				
	21.1	MAIN ENGINES				
	21.1.1	Port and Stbd main engines to be removed	<i>EA</i>	2		
	21.1.2	New similar spec engines to be supplied and fitted in place of old. Specifications to be taken from old engines	<i>ea</i>	2		
	21.2	GEARBOXES				
	21.2.1	Port and Stbd gearboxes to be removed	<i>ea</i>	2		
	21.2.2	New similar spec gearboxes to be supplied and fitted in place of old	<i>ea</i>	2		
	21.3	INSTALLATION OF MAIN ENGINES AND GEARBOXES				
	21.3.1	Engines and gearboxes to be able to sync together on installation	<i>SUM</i>	1		

	21.3.2	Contractor to arrange alignment to be done for engines and gearboxes	<i>SUM</i>	1		
	21.3.3	Crane to arranged for the removal and on loading of engines and gearboxes into engine room	<i>SUM</i>	1		
	21.3.4	All piping to be modified to fit new installed engines and gearboxes	<i>SUM</i>	1		
	21.3.5	Engines and gearboxes to be chockfast in position	<i>SUM</i>	1		
	21.3.6	Commission and certify equipment in accordance to Class requirements	<i>SUM</i>	1		
	21.4	AUXILLARY ENGINES				
	21.4.1	Port and Stbd complete gensets to be removed	<i>ea</i>	2		
	21.4.2	New similar spec complete gensets to be supplied and fitted in place of old. Specifications to be taken from old engines and alternator	<i>ea</i>	2		
	21.4.3	Crane to arranged for the removal and on loading of gensets into engine room	<i>SUM</i>	1		
	21.4.4	All piping to be modified to fit new installed genset	<i>SUM</i>	1		

	21.4.5	New cabling as per original specifications to be supplied for cable to electric board	<i>SUM</i>	1		
	21.4.6	Commission and certify equipment in accordance to Class requirements	<i>SUM</i>	1		
	21.5	PUMPS AND MOTORS				
	21.5.1	All pumps and motors in engine room to be removed and replaced with similar spec pumps and motors	<i>SUM</i>	1		
	21.5.2	Motors to be rewired with new cabling	<i>SUM</i>	1		
22		STEERING SYSTEM				
	22.1	Rudder clearances to be taken before rudders are removed. Report to be submitted for SAMSA survey	<i>SUM</i>	1		
	22.2	Rudders to be removed for shaft removal	<i>SUM</i>	1		
	22.3	Rudders stocks to be removed and shafts and bushes to be inspected.	<i>SUM</i>	1		
	22.4	New bearings and seals to be replaced on Port and Stbd rudder stocks	<i>SUM</i>	1		

	22.5	Rudder hydraulic pistons to be overhauled	<i>SUM</i>	1		
	22.6	All hydraulic piping on Steering system to be replaced with new	<i>SUM</i>	1		
	22.7	Oil to be drained from hydraulic tank and tank to be cleaned	<i>SUM</i>	1		
	22.8	New oil to be replenished when all overhauling on Steering system is done	<i>SUM</i>	1		
	22.9	Rudders to be re installed when propeller shafts are fitted	<i>SUM</i>	1		
23		ELECTRICAL				
	23.1	All electrical boards to be cleaned out and breakers checked and replaced	<i>SUM</i>	1		
	23.2	All motor DB boards to be checked and breakers replaced	<i>SUM</i>	1		
	23.3	Fans and fan motors to be replaced and rewired with new cabling	<i>SUM</i>	1		
	23.4	All lighting to be replaced with suitable LED type light fittings	<i>SUM</i>	1		
	23.5	All electrical sockets throughout the craft to be replaced	<i>SUM</i>	1		
	23.6	All batteries for emergency and radio comms to be replaced	<i>SUM</i>	1		

	23.7	All batteries for engine start to be replaced	<i>SUM</i>	1		
	23.8	Commission and certify equipment in accordance to Class requirements	<i>SUM</i>	1		
	23.9	Electrical insulation test to be done on all electrical equipment and report to be submitted	<i>SUM</i>	1		
	23.10	Commission and certify equipment in accordance to Class requirements	<i>SUM</i>	1		
24		MONITORING SYSTEM				
	24.1	New updated monitoring system to be installed for all engine and alternator engine monitoring inclusive of Bridge & Engine Room control stations	ea	1		
	24.2	Commission and certify equipment in accordance to SAMSA/Class requirements	<i>SUM</i>	1		
25		FIRE FIGHTING SYSTEMS				
	25.1	Old fire detection system to be removed and new fire detection system as per SAMSA /Class to be installed	<i>SUM</i>	1		

	25.2	New detectors throughout the craft to be replaced and new detectors fitted	<i>SUM</i>	1		
	25.3	New cabling to be installed for new detection system installation	<i>SUM</i>	1		
	25.4	Commission and certify equipment in accordance to Class requirements. Report to be submitted	<i>SUM</i>	1		
	25.5	CO2 bottles to be renewed	<i>SUM</i>	1		
	25.5	Piping to be renewed for installation of CO2 system	<i>SUM</i>	1		
	25.6	Commission and certify equipment in accordance to Class requirements. Report to be submitted	<i>SUM</i>	1		
	25.7	All Various fire extinguishers to be renewed as per the craft safety plan	<i>SUM</i>	1		
	25.6	Fire hydrants to be renewed	<i>SUM</i>	1		
	25.7	Fire hoses and fire nozzles to be renewed	<i>SUM</i>	1		

27.0	26.1	PIPE WORK, FENDERS,				
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		SCAFFOLDING & STEEL WORK				
	26.1.1	Erect safe access scaffolding to vessel.	SUM	1		
	27.1.2	Arrange for hot work permit before hot work	SUM	1		
	26.1.3	Erect scaffolding on in accessible heights	SUM	1		
	26.1.4	Contractor to make provision for steel work (including piping) (5 000kg steel per craft) [all pipes to be schedule 40 and galvanised] Only Class approved grade steel shall be used.	SUM	1		
28.0	28.1	WATER management				
	28.1.1	Supply water for blasting and cleaning	SUM	1		
29.0	29.1	WASTE management				
	29.1.1	Provide waste collection and disposal facilities.	SUM	1		
30.0	30.1	SAMSA (TNPA + Contractor to agree on the specific dates) Contractor to book surveys with SAMSA.				
	30.1.1	Contractor to make provision for SAMSA to inspect hull before painting	SUM	1		



	30.1.2	Contractor to make provision for SAMSA to inspect sea and overboard valves	SUM	1			
	30.1.3	Contractor to make provision for SAMSA to inspect tank + valve mating surfaces	SUM	1			
	30.1.4	Contractor to make provision for SAMSA to inspect propellers	SUM	1			
	30.1.5	Contractor to make provision for SAMSA to inspect hull prior to filling of dry-dock. Issue of new Dry-docking certificate.	SUM	1			
	30.1.6	Contractor to make provision for SAMSA to give guidance on Thickness testing requirements and shaft testing.	SUM	1			
31.0	31.1	GAS FREE CERTIFICATE					
	31.1.1	CHEMIST to test and issue gas free certificates for tank entry and hot work permits.	SUM	1			
	31.1.2	Valid gas free certificate to be provided before when working on enclosed spaces Valid gas free certificate for day of SAMSA inspections.	SUM	1			
32		32.1	DRYDOCK				
		32.1.1	Hire of shore cranes, cherry pickers and Hyster. Contractor to supply crane.	SUM	1		



		32.1.2	Arrange 380v 3 phase shore supply + extension cable	SUM	1		
		32.1.3	Arrange ablution facilities	SUM	1		
		32.1.4	Arrange fire main supply	SUM	1		
		32.1.5	Arrange divers for the docking day	SUM	1		
		32.1.6	Contractor to supply rigging equipment.	SUM	1		
33		33.1	HOT WORK				
		33.1.1	Supply fire marshal	SUM	1		
		33.1.2	Supply hot work permit	SUM	1		
		33.1.3	Supply safety officer	SUM	1		
34		34.1	FENDERS				
		34.1.1	Remove and refit horizontal fender.	SUM	1		
		34.1.2	Remove and refit vertical fenders.	SUM	1		
		34.1.3	Renew fender locating pins as required.	SUM	1		
		34.1.4	Straighten fender locating pins as required.	SUM	1		
		34.1.5	Renew vertical fender palms as required.	SUM1	1		

		34.1.6	Repairs to stern horizontal fender housing.	SUM	1		
		34.1.7	Miscellaneous repairs to stern section.	SUM	1		
		34.1.8	Repair belting port and stb'd side.	SUM	1		
		34.1.9	Repairs to port and stb'd fender boxes.	SUM	1		

35	35.1	BILGES	M ²	60		
	35.1.1	Pump engine room bilges dry	SUM	1		
	35.1.2	Clean engine room bilges	SUM	1		
	35.1.3	Provide disposal certificate of the bilge water and sludge	SUM	1		
	35.1.4	Clean all areas contaminated by the bilge pumping process	SUM	1		
36	36.1	WATERTIGHT APARTMENTS				
	36.1.2	Water tight doors and potholes	SUM	1		
	36.1.3	To clean all water tight doors rubber groves and fit new rubbers on potholes and water tight doors. <i>Contractor to supply rubber material.</i>	SUM	1		
37	37.1	HARBOUR TRIALS				

		Contractor to make provisions and undertake Harbour & Sea-Trails	SUM	1		
		Contractor to ensure all craft certification are updated in accordance to SAMSA regulations and hand over to TNPA.	SUM	1		
TOTAL (EXCL. VAT)						
15 % VAT (IF APPLICABLE)						
TOTAL (INCL. VAT)						

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: The Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port Of Ngqura

10.1	The <i>Project Manager</i> is: (Name)	Luvuyo Jekwa
	Address	Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port Of Ngqura
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	Motsamai Mohoalali
	Address	Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	Restoration and Commissioning of Four Pilot Boats (Ballito, Inyoni, Garnet & Petrel) at various Ports
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. "Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	14 July 2023

11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	15 July 2022	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	No	
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	18th (Eighteenth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)	
		the number of days with rainfall more than 10 mm	
		the number of days with minimum air temperature less than 0 degrees Celsius	
		the number of days with snow lying at 08:00 hours South African Time	

and these measurements:

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

The *Contractor's* Site establishment area

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

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability



	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected



- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**



7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

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

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	



W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Gqeberha, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 10 000 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

-
- X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)**
- X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to: **The deductible of the relevant insurance policy**
- X18.3 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to: **The cost of correcting the Defect**
- X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: **The Total of the Prices**
- X18.5 The *end of liability date* is **5 years after Completion of the whole of the works**

Z ***Additional conditions of contract are:***



Z3	Obligations in respect of Job Creation	
Z3.1		It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-21
Z3.2		The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..
Z3.3		The <i>Contractor</i> shall provide to the <i>Employer</i>, on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i>, any documentation and/or evidence required by the <i>Employer</i>, which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-21 The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z4	Additional clause relating to Performance Bonds and/or Guarantees	
Z4.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.

Z5 Additional clauses relating to Joint Venture

Z5.1

Insert the additional core clause 27.5

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

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

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



- **Financial requirements for the Joint Venture:**
 - iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 - v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z5.2

Insert additional core clause 27.6

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

Z6 Additional obligations in respect of Termination

Z6.1

The following will be included under core clause 91.1:

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

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

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

Z6.2 Termination Table

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

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

Z6.3

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

Z7 Right Reserved by the Employer to Conduct Vetting through SSA

Z7.1

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

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

Z8 Additional Clause Relating to Collusion in the Construction Industry

Z8.1

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z9 Protection of Personal Information Act

Z9.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with Bill of Quantity	
11.2(20)	The <i>Bill of Quantity</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2021 to 31 March 2022 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril no defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000

R500,000,001 to R1,000,000,000 R150,000 R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided : Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook.

General Policy Exclusions :

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension
Limits Of Indemnity:

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance. R 10,000 R 5,000,000 R 5,000,000
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender



Chief Broking Officer

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
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C3.2	<i>Contractor's Works</i>	1
Total number of pages		38

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SECTION 1

1 Description of the works

1.1 Executive overview

The required *Services* is to appoint a *Contractor* to purchase four (4) main engines for the Workboats. After purchasing these engines from the Original Equipment Manufacturer (OEM), the appointed contractor will be responsible for delivery, installation, testing, commissioning, and handover a fully operational Workboat to the *Employer*. It has to be noted that the Workboat in the Port of Richards Bay (PoRB) has been out of operation for almost four (4) years. It will be the responsibility of the appointed *Contractor* to ensure that the all the *Works* required are undertaken in accordance to International Marine Organisation (IMO), South African Maritime Safety Authority (SAMSA) regulations and other relevant legislation. The two (2) Workboats are currently located in the Ports of Richards Bay and Mossel Bay. The *Contractor* is required to ensure proper completion of the *Works* in accordance with the *Contract Data*. The *Contractor* is obligated to ensure the following:

- All the *Works* are in accordance with the very best ship repair practice under SAMSA Class Register.
- *Contractor* will be required to dismantle the old engines and install the new once and all interconnections which are compliant to OEM specification. In instances where newer, better technologies are identified, *Contractor* will be required to provide recommended maintenance packages for *Employer* to consider.
- The *Contractor* will be required to supply Workboat Engines that are compatible with the fitted gearbox and all associated equipment, (see table 1 below)

TABLE 1

CONFIGURATION	In-Line , 6 Cylinder , 4 Stroke Diesel			
ASPIRATION	Turbocharged / Aftercooled			
DISPLACEMENT	19L			
BORE AND STROKE	159 x 159 mm			
ROTATION	Counter clockwise facing flywheel			
FUEL SYSTEM	Pressure Time (PT)			
OVERALL LENGTH	1877mm			
OVERALL WIDTH	1003mm			
OVERALL HEIGHT	1905mm			
OVERALL WEIGHT	2073mm			
RATINGS	522Kw	710MHP	700BHP	2100RPM

- The Contractor shall make necessary arrangements and perform all required tests in accordance to OEM recommendations prior fitting the engines and a TNPA representative shall be invited to witness all the tests.
- The *Contractor* before commencement of the Work will have to provide the details of how the Work will be executed to the *Project Manager* and to establish Workboat's requirements and update method statement accordingly to address their functional requirements.
- Submission of the *Works* including the commissioning programme, this shall include key milestones as well as the ordering of long lead and all imported items. The programme must be in Microsoft Project or P6 Primavera format with all the links between activities shown as well as the critical path.

- The *Contractor* will develop the cost estimate of the for each Workboat as per the provided activity schedule (Annexure A).
- The Contractor to make provision for all the third-party testing required before deploying the Workboats into water; and
- Upon commission of the Workboats, the *Contractor* will be required to conduct harbour and sea- trials in accordance to the Class Society standards and handover the Workboats to *Employer* for acceptance.
- The cost of any *work*, material or equipment not covered by the specification or drawings but considered necessary by the contractor for the satisfactory completion and operation of the workboats, is to be borne by the *Contractor* and included in the tender price.

The *Contractor* will be required to have two teams for this project one team to focus on the Workboat in the Port of Richards Bay and the other to focus on the Port of Mossel Bay. Each team must have a lead on site to ensure that the work carried out is of the highest quality.

1.2 **Employer's objectives**

The *Employer's* objectives are:

- To restore the life of the two Workboats in the Ports of Richards Bay and Mossel Bay.
- Engines to be fitted are to be of the latest approved technology.
- Compliance to IMO regulations.
- Compliance to SAMSA requirements.
- Compliance to International Convention for Safety of Life at Sea
- To ensure customer excellence.
- Maintain current capacity within Marine.
- Provision of reliable service to the customers.
- Alleviate the issues of high maintenance costs.
- Compliance to the National Fleet Plan.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
FEQ	Field Engineering Query
GA	General Arrangement Drawing
ID	Personal identification document
IMO	International Maritime Organisation
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IP	Industrial Participation
ISO	International Standard Organisation
MARPOL	Marine Pollution
MSL	Mean Sea Level
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SAMSA	South African Maritime Safety Authority
SHE	Safety, Health & Environment

Abbreviation	Meaning given to the abbreviation
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
SOLAS	Safety of life at Sea
EMPLOYER	Transnet National Ports Authority

2 Engineering and the Contractor's design

2.1 Employer's design

2.1.1 The *Employer's* will supply the following:

- *Work Information.*
- General Arrangement Drawing of the Workboats; and
- Engine Specification.

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.

2.2 Parts of the works which the Contractor is to design

2.2.1 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's design* above for the following parts of the *works*:

The contractor will be responsible to ensure that work to be undertaken on the Workboats is certified by the relevant authority. Where design work is required, the contractor should notify the *Employer* of such requirement. The permission will be granted by the approving officer.

2.2.2 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's design* above and whether specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

- 2.3.1 The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title, and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.
- 2.3.2 The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the *Contract Data* or at the Project site office.
- 2.3.3 All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (PDF) and native file format
- 2.3.4 Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of responsibility for the correctness of information, or conformance with his obligation to provide the *Works*. This obligation rests solely with the *Contractor*.
- 2.3.5 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 2.3.6 The *Contractor* shall allow the *Project Manager*, 2 weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt by the *Project Manager* to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- 2.3.7 On receipt of the reviewed documentation, the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- 2.3.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- 2.3.9 The *Contractor* is required to undertake design safety reviews with the *Project Manager*, the NEC Supervisor, the *Employer's Engineer's* and Professional team, the *Employer's* Health and Safety Officers, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the *Works*.
- 2.3.10 The *Contractor* shall further conform to the requirements of health and safety as applicable and as directed by the *Project Manager*.
- 2.3.11 The *Contractor* shall submit all designs, drawings and details of plant including detailed technical specifications to the *Project Manager* for acceptance by the *Employers* engineer prior to the procurement of any items of plant.
- 2.3.12 Documentation Submission
- The Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employer's* agent instructions, invoices and payment certificates, access certificates, quality, and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control.

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor's* design complies with the following:

- International Maritime Organisation (IMO).
- South African Maritime Authority (SAMSA).
- International Convention for the Safety of Life at Sea (SOLAS).
- Marine Pollution (MARPOL)

2.6 Use of *Contractor's* design

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

2.7 Design of Equipment

2.7.1 None

2.8 Equipment required to be included in the *works*

2.8.1 None

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

2.9.1 The *Contractor* provides the following:

The Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, Employer's agent instructions, invoices and payment certificates, access certificates, quality, and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the Employer must be submitted through the Employer's Document Control Department.

2.9.2 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' All document will be delivered via document control with a proof of transmittal. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

a) The *Contractor* prepares three (3) marked up hard copies of the latest revision of the *Employer* documents/drawings to represent the As-Built/Final status.

- b) The mark-ups shall be in RED pencil or pen and be complete and accurate. The *Contractor* submits same to the *Project Manager* under cover of a *Contractor's* Transmittal Note.
- c) The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- d) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- e) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- f) The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- g) The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided
- h) Where manuals include drawings that still need to be revised to 'As-Built' status, and such manuals are required prior to 'As-Built' status, the manual will not be in its final form until the 'As-Built' version of each such drawing has been incorporated. The required number of copies of the manual(s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager. A typical example of what the binder/file(s) shall be marked with on the spine and the front cover is as follows: -

- Project No./Name
- Manual Title, e.g., Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g., Volume 1 of 2, etc.)
- Contract Number
- Contractor Name

- i) Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:

3 x hard copies (Full size) including 1 x copy to be laminated in plastic enclosing 2 pages back to back for use by maintenance staff, 4 x CD Roms with Adobe Acrobat (.pdf) and Native formats and 2 x usb drives with Adobe Acrobat (.pdf) and Native formats.

2.9.3 Operating and Maintenance Manuals shall consist of the following sections:

- Descriptive Information

This section shall comprise at least the following:

- General Description
- Design Parameters
- Building Load
- Installed Capacities
- Principal Components
- Electrical Board Schematics
- Control Schematics
- Plant Data Comprising

This section shall comprise at least the following:

- Plant Designation
- Manufacturer and Model
- Size and Rating
- Pressure, Speed and Temperature Limitations
- Manufactures Local Representative.
- Systems Operating Instructions

Complete instructions for all Plant including:

- Starting and Stopping Procedures.
- Time Switch Functions.
- Seasonal Adjustments.
- Sequence under Loading and Unloading.
- Normal Operation and Tripped Conditions.
- Logs and Records to be kept.
- Inspection and Maintenance
- Inspection Schedules and Checklist.
- Lubrication Schedules.
- Routine Replacements, Adjustments and Calibrating.
- Routine Cleaning, Painting and Protection.
- Inspection and Maintenance Logs and Records to be kept.
- Reference Documents

Reference documents to include:

- Tender Specification & Drawing List
- As built Record Drawings
- Test Reports
- Commissioning Reports
- Plant: Manufacturers Data

This part of the Manual shall consist of manufacturer's data including:

- Descriptive Literature
- Catalogue Cuts, Brochures or Shop Drawings
- Dimensioned Drawings
- Materials of Construction
- Parts Designations
- Operating Characteristics
- Performance Tables and Charts
- Performance Curves
- Pressure, Temperature, and Speed Limitations
- Safety Devices
- Plant Operating Instructions
- Pre-start Checklist
- Start-up Procedures

- Inspection during Operation
- Adjustment and Regulation
- Testing
- Detection of Malfunction
- Precautions
- o Inspection Instructions and Procedures
 - Normal and Abnormal Operating Temperature, Pressure and Speed Limits.
 - Schedule and Manner of Operation
 - Detection Signals
- o Maintenance Instructions and Procedures
 - Schedule of Routine Maintenance.
 - Procedures.
- Troubleshooting Chart.
 - o Parts List
 - o Service Contracts

2.9.4 Maintenance

Allow for the maintenance of the complete installation for a period of **TWELVE (12) MONTHS** after commissioning certificate has been issued by the *Employer*.

2.9.5 Report to an official nominated by the *Employer* on arrival and again on leaving their premises on the occasion of each visit. Such person, who has been nominated by the Client, shall sign a Service Report giving details of corrected temperature and humidity readings taken, etc.

2.9.6 A log book shall be supplied by the Contractor. The log book shall be kept on site in charge of the responsible person appointed by the Client for this purpose. The Contractor shall complete the log book, showing all maintenance done by him, as well as repairs of faults which may have occurred. The log book shall also contain the following information:

- Date
- Type of fault reported and by whom
- Date of fault report
- Work done
- Name and signature of person carrying out the work
- Name and signature of the person in charge of the site.

2.9.7 The log book shall be completed in TRIPLICATE. One copy shall accompany the monthly report to the Regional Representative of Transnet National Ports Authority, one copy shall be for the Contractor's own use, whilst the third copy shall remain in the log book as a record.

2.9.8 At each service visit, maintenance personnel shall, inter alia, perform the following duties in addition to any other which may be necessary.

2.9.9 Check all fans, drives and variable speed drives, lubricate moving part and tighten where applicable, belts, as required, and check all lock-out stops. Check drip trays, drainage systems for cleanliness and correct functioning..

2.9.10 As-Built/Final Documentation

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

2.9.11 Installation, Maintenance and Operating Manuals and Data Books

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

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 *Employer's* Site entry and security control, permits, and Site regulations
- 3.1.2 The *Contractor* complies with the Transnet National Ports Authority security requirements for the Ports where these Workboats are located i.e. Ports of Saldanha Bay, Cape Town and Durban.
- 3.1.3 Restrictions to access on Site, roads, walkways and barricades
- 3.1.4 The *Contractor* must ensure that his/her staff appointed on the project obtain valid security access to be able to enter the Ports on daily basis.
- 3.1.5 The *Contractor* will be required to attend EMPLOYER induction prior to access the site or start performing the work. The *Contractor* must make necessary allowance for interface with other work executed by others for safe working procedure. During delivery and installation of equipment, the *Contractor* should adhere to the safety measures put in place by *Employer* while working within the work vicinity.
- 3.1.6 The *Contractor* is solely responsible for manufacturing and supplying the goods and services under the *Contract* having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *Works*, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this *Contract*.
- 3.1.7 The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.
- 3.1.8 The *Contractor* must comply and is responsible for ensuring that all of its Sub-Contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health and Safety plans as required.
- 3.1.9 People restrictions on Site; hours of work, conduct and records:
 - Normal working hours at the Ports are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the Contractor. Prior arrangement must be made with the Project Manager.
 - The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times
- 3.1.10 Health and safety facilities on Site

- The *Contractor* shall comply with the requirements of the Occupational & Safety Act of 1993 and applicable regulations as well as Compensation for Occupational Injuries and Diseases Act 130 of 1993. The safety specification will be issued with the tender documents, returnable safety file will include risk, health, safety plans and COVID 19 plans as per National Disaster Management Act 57 of 2002
- The *Contractor* provides a notice board, *Employer* title, *Supervisor* name, size layout where sited etc][refer to SHE specification guidelines)

The *Contractor* provides progress photographs, progress reports and quality checks monthly to the *Project Manager*.

3.1.11 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.

The *Contractor* is solely responsible for manufacturing and supplying the goods and services under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *Works*, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health, Safety, and environmental laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.

The *Contractor* must comply and is responsible for ensuring that all of its *Sub-Contractors* comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety, environmental requirements included in the Contract and other document pertaining to health & safety, environmental contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health, Safety and environmental plans as required.

Environmental controls, pertaining to waste management must be taken into consideration. No fauna & flora, dealing with objects of historical interest

The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described *Employer's Works Information*.

Cooperating with and obtaining acceptance of others

The *Contractor* must make necessary allowance for interface with other work executed by others for safe working procedure.

The *Contractor* performs the *works* and co-operates with:

- *Employer* Chief Harbour Master Department
- *Employer* Risk Department
- *Employer* Security Department
- *Employer* Projects team, and
- Other relevant Departments

The permit to work will be granted to the *Contractor* after the safety file has been approved by SHE representative.

The *Contractor* performs the *works* and co-operates with:

- *Employer* Chief Harbour Master Department
- *Employer* Risk Department
- *Employer* Security Department
- *Employer* Projects team, and
- Other relevant Departments

3.1.12 Publicity and progress photographs

The *Contractor* shall have to provide Site notice board which will have *Contractor's* name, Supervisor's name and contact details, this will caution people of the work in progress in the area during delivery and installation of equipment

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

3.1.14 *Contractor's* Equipment

It will be the responsibility of the contractor to safeguard their equipment that they use to perform the work on site. The *Contractor* will have to appoint their own security for protection of their equipment on site, the security company must be approved by EMPLOYER prior to use.

3.1.15 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.16 Equipment provided by the *Employer*

The *Employer* will not be providing anything. It's the contractor's responsibility to ensure that their site is compliant.

3.1.17 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:
None

3.1.18 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:
No equipment will be provided by the *Employer*

3.1.19 Site services and facilities:

The *Employer* will show the *Contractor* the main connection point for both water and electricity and it will be the responsibility of the contractor to ensure that this services reaches their site of work.

3.1.20 The *Employer* provides the following facilities for the *Contractor*:
None

3.1.21 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.22 Facilities provided by the *Contractor*:

The *Contractor* shall provide everything necessary to ensure that the *Work* is executed in the compliance with the contract agreement.

3.1.23 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

The Contractor shall provide a site office for EMPLOYER Supervisor/Construction Manager who will be on site on daily basis. The office shall be equipped with a table, 4 office chairs, bar fridge, microwave and the file cabinet.

- 3.1.24 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.25 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.26 Existing premises, inspection of adjoining properties and checking work of Others
N/A
- 3.1.27 Survey control and setting out of the *works*
- 3.1.28 Excavations and associated water control
The *Contractor* should pay special attention to unknown underground services when trenching for supply of electricity and water to their site offices
- 3.1.29 The *Contractor* complies with the following requirements
- SAMSA
 - IMO
 - SOLAS
 - MARPOL
 - OHS Act 85 of 93
 - Labour Relations requirements
- 3.1.30 Underground services, other existing services, cable and pipe trenches and covers
The *Contractor* should pay special attention to unknown underground services when trenching for supply of electricity and water to their site offices
- 3.1.31 Control of noise, dust, water and waste
The *Contractor* to comply with NEMA regulations and environmental legislations.

The CEMP should include but not limited to the following:

- Noise control
- Pollution control
- Waste management
- Water management

- 3.1.32 The *Contractor* complies with the following:

The *Contractor* to comply with NEMA regulations and environmental legislations.

The CEMP should include but not limited to the following:

- Noise control

- Pollution control
- Waste management
- Water management

3.1.33 The main *Contractor* to ensure that the *sub-Contractors* comply with the requirements of the CEMP.

3.1.34 The *Contractor* to refer to the project specification for the development of the programme and submit to *Employer* for acceptance.

3.1.35 The *Contractor* complies with the following:

The *Contractor* to comply with the accepted Level 4 project programme

3.1.36 Giving notice of work to be covered up:

- The *Contractor* to notify the *Project Manager* one (1) week prior the delivery and installation of equipment.
- The *Contractor* to submit a four (4) week level 4 look ahead programme every second week of the month. This will enable the *Project Manager* to notify the affected stakeholders of the planned work and arrange Security Access requirements.

3.1.37 The *Contractor* should adhere to the accepted programme.

3.1.38 The *Contractor* notifies the *Supervisor* of the following elements of the *works* [either include specific details or make an overarching general statement that this is to include all elements of the works] which are to be covered up:

3.1.39 Hook ups to existing *works*

There are no constraints that are foreseen.

3.1.40 The *Contractor* complies with the following constraints in the execution of the *works*:

The *Contractor* will be working during office hours, therefore the *Contractor* needs to be mindful of the personnel working in the area.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *Contractor* shall provide a detailed testing and commissioning plan which shall be approved prior to the start of any testing activities.

3.2.2 The *work* to be done by the Completion Date

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

The *Contractor* shall provide a full set of specifications for the equipment to be purchased during tender stage.

3.2.3 Use of the *works* before Completion has been certified

The certification for completion for use will be done progressively until the entire project is complete. Such use does not constitute a takeover by the employer.

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

The certification for completion for use will be done progressively until the entire project is complete, such use does not constitute a takeover by the employer.

3.2.5 Materials facilities and samples for tests and inspections

There will be no materials facilities and samples for tests and inspections for the project.

3.2.6 The *Contractor* provides the *Employer* with the following [state what facilities will be made available and when, what Materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:

N/A

3.2.7 The *Employer* provides the *Contractor* with the following [state what facilities will be made available and when, what materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:

N/A

3.2.8 Commissioning

- a) Details of all the tests for FATs, SATs and Commissioning as well as all documentation to be used for the recording of these shall be submitted to the Project Manager for approval by the Employer's Engineers three (3) weeks prior to the start of any testing.
- b) The Contractor shall not be allowed to start testing without the approval of the Testing and Commissioning Plan.
- c) The testing of the systems shall be done in the presence and to the satisfaction of an authorised representative of the Employer's Engineer and the Supervisor. The test results shall be forwarded to the Employer for acceptance.
- d) FAT testing shall include simulations of the equipment, which shall be done in the presence of the Employer's Engineer and the Supervisor. FAT testing shall be done for, but not limited to, all pumps, compressors, and pneumatic conveyors, which shall include pressure and flow testing as well as all other testing required for correct operation.
- e) All consumables required for the testing and commissioning shall be provided by the Contractor and shall be priced for.

f) Commissioning shall be done by an registered Naval Architect or Marine Engineer who shall be provided by the Contractor. The Contractor's Engineer provided shall have reasonable experience in the commissioning of similar types of Plant or systems. The Contractor shall provide Programme for the time and cost associated with the commissioning of all the works.

3.2.9 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*.

The testing and commissioning of the works shall be done as per the requirements set out in the technical specification.

3.2.10 Start-up procedures required to put the *works* into operation

The *Employer* will require Commissioning report and Certification of the equipment before operation.

3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation

3.2.12 Tenderers shall allow in their tender prices for a training course, to train on site at least five crew members per Workboats, as nominated by the User (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

- The training shall be done on all items of Plant procured as well as any installed Plant and systems. All consumables required for the training shall be provided by the *Contractor* and shall be priced for.
- During this period the personnel shall be made fully conversant with the operation of, and daily maintenance required for, each item of Plant of the system.
- The training shall be of such a standard that will enable the Client to carry out his own in-house training of other personnel.
- The training course shall start only after first take-over inspection of the system.
- The training course shall be carried out in the language medium as chosen by the Client.
- The Operating Manual of the contract shall include a full description of the contents of the training course.

3.2.13 Take over procedures

The *Contractor* to provide completion certificate for the supply of all deliverables that are mentioned at 3.2.1 of the Works Information, Certification of the equipment, training of EMPLOYER fire officials, maintenance and operating manuals of equipment to be provided by the *Contractor* before takeover of the project.

3.2.14 The *Contractor* provides the following assistance to the *Employer*.

Allow for the maintenance of the complete installation for a period of **TWELVE (12) MONTHS** after commissioning certificate has been issued to the *Employer*. Visit the installation once a month on the basis of a proper preventive programme approved by the *Employer*.

3.2.15 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.

3.2.16 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the [state combination of Mechanical, Electrical, Instrumentation, General Layout as appropriate] status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.17 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of [state Maintenance and Operating Manuals as appropriate] at the earlier of take-over or Completion.

3.2.18 Where the *Contractor* has presented [state Maintenance and Operating Manuals as appropriate] to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

The *Contractor* will be required to provide training material and issue out training certificate to declare the EMPLOYER Fire Officials' competent to operate the equipment safely and effectively. The training to be conducted by the competent person from the *Contractor*.

3.2.19 Access given by the *Employer* for correction of Defects

Clause 43.4 requires that the *Project Manager* arrange for the *Employer* to allow the *Contractor* access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted (for example barricading a motorway or in a nuclear power station). Include these here.

3.2.20 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

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

In case there is someone coming to the site for the first time, that person will be required to attend EMPLOYER induction prior to access the site or start performing the work.

3.2.21 Performance tests after Completion

The equipment must perform according to the specification in 3.2.1 of the *Works Information* provided by the *Employer*. Should there be any equipment that does not perform according to the specification post completion; the *Contractor* will still be required to correct the deviation at *Contractor's* cost.

4 Plant and Materials Standards and Workmanship

4.1.1 The *Contractor* provides Plant and Materials for inclusion in the *Works* in accordance with the Standard Specifications and/or Project Specifications, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new and undamaged, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

- 4.1.2 The *Contractor* shall make all necessary planning provision for labour, equipment, material and execution of the Works.
- 4.1.3 All materials shall be of the quality specified and the *Contractor* shall, upon request of the *Project Manager*, furnish him with proof to his satisfaction that the materials are of the specified quality. The *Project Manager* is not responsible for Quality Assurance on behalf of the *Contractor* but shall be entitled to judge unsatisfactory work.
- 4.1.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 4.1.5 No Plant or Materials will be provided “free issue” by the *Employer*
- 4.1.6 The *Contractor* provides all Plant and Materials necessary for the Works.
- 4.1.7 The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the Works:

4.2 Investigation, Survey and Site Clearance

- 4.2.1 The *Contractor* will be responsible for setting out the Works.
- 4.2.2 The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.
- 4.2.3 Prior to commencing the Works the *Contractor* records any defects or inaccuracies related to the existing structures, paving, etc. and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractor’s* responsibility and for his cost.

4.3 Electrical & mechanical engineering works

- 4.3.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the works, then please read this term as “Plant” for ECC defined term compliance.

South African National Standards

Standard No.	Description
SANS 10400	The Application of the National Building Regulations
SANS 347:2012	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 62	Steel pipes - Part 1 and 2
SANS 10142	Code of Practice for the Wiring of Premises
SANS 10044	Welding

SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles
SANS 10140	Identification Colour Marking
SANS 8501-3	Preparation of Steel Substrates Before Application of Paints and Related products
SANS 10142-1	The Wiring of Premises Part 1: Low Voltage Installations
SANS 1109-1	Pipe Threads Where Pressure-Tight Joints are Made on the Threads

Other Specifications

Specification No.	Description
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009
	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993
ISO 9001	Quality Management
ISO 9002	Model for Quality Assurance in Production, Installation and Servicing
ISO 14001	Environmental Management
AD 2000	Code for Pressure Vessels
ASME VIII	Rules for Construction of Pressure Vessels

4.4 Process control and IT works

As per the Workboats specification

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Port of Richards Bay and Mossel Bay	<i>Project Manager</i> , Planner, Quantity Surveyor, <i>Supervisor</i> , Senior Manager Fleet and Contractor (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	Port of Richards Bay and Mossel Bay	<i>Project Manager</i> , Planner, Quantity Surveyor, <i>Supervisor</i> , Senior Manager Fleet and Contractor (appropriate key persons)
SHE meeting	Once a Month	Port of Richards Bay and Mossel Bay	CSHEO, <i>Contractor</i> and the <i>Supervisor</i>

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

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

6.2 Documentation Control

6.2.1 All electronic/Email communication to be copied to this address: EMPLOYER DocControl DBN Group Mailbox, The *Contractor* documentation 'Starter Kit' will be issued at the kick-off meeting following award. The project number shall be indicated on the subject line for all correspondence with EMPLOYER. All correspondence between the *Contractor* and EMPLOYER shall be directed to the *Project Manager*.

6.2.2 In undertaking the '*Works*' the Project Management Office filing system will be utilized for the control of all relevant documentation. All document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers agent* instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department. The *Employer* shall distribute documentation via Document control with transmittal slip/note; the *Contractor* should always acknowledge receipt of documentation by signing the transmittal and return to *Employer's* Document control.

6.2.3 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

6.3 Safety risk management

- 6.3.1 The *Contractor* shall comply with the requirements of the Occupational & Safety Act of 1993, NEMA and environmental legislations and applicable regulations as well as Compensation for Occupational injuries, Diseases Act 130 of 1993 and COVID 19 and National Disaster Management Act 57 of 2002. The safety specification will be issued with the tender documents, returnable safety file will include risk, health, and safety plans.
- 6.3.2 *Contractor's* requirements for Health, Safety and Environment
- The *Contractor* is solely responsible for manufacturing and supplying the goods and services under the Contract having the highest regard for the health, safety and environment of its employees, Transnet's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.
- 6.3.3 The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health, Safety and environmental laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.
- 6.3.4 The Contractor must comply and is responsible for ensuring that all of its Sub-Contractors comply with the relevant legislation(s) and statutory regulations for health, safety and environmental, the Transnet Health, Safety and environmental requirements included in the Contract and other document pertaining to health, safety and environmental contained in the Programme Health, Safety and Environmental Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health, Safety and environmental plans and environmental legislations as required.
- 6.3.5 The *Contractor* complies with the following SMP:
- The *Contractor* is solely responsible for manufacturing and supplying the goods and services under the Contract having the highest regard for the health, safety and environment of its employees, Transnet's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.
- 6.3.6 The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health, Safety and environmental laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.
- 6.3.7 The *Contractor* must comply and is responsible for ensuring that all of its *Sub-Contractors* comply with the relevant legislation(s) and statutory regulations for health, safety and environmental, the Transnet Health, Safety and environmental requirements included in the Contract and other document pertaining to health, safety and environmental contained in the Programme Health, Safety and Environmental Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health, Safety and environmental plans and environmental legislations as required.
- 6.3.8 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.
- 6.3.9 The *Contractor* performs the *works* having due regard to the HSSP.
- 6.3.10 The HSSP will be sent with the *Works Information* NEC Part C3 tender document, refer to annexure B with SHE specification attached.
- 6.3.11 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

- 6.3.12 The *Contractor* makes the SHE management plan available to its employees and Subcontractors in the *language of this contract* and other local languages as required
- 6.3.13 The *Contractor* completes a DSTI prior to carrying out any operation on the Site and/or Working Area to the approval of *Project Manager* or other named person acting on his behalf
- 6.3.14 The lines of communication of the various personnel under the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP are contained within Annexure A.
- 6.3.15 The roles and responsibilities of the various personnel under the *Project Manager* with respect to the SMP and health and safety issues are as stated in the following table:

Roles and Responsibilities	
<i>Project Manager</i>	<ul style="list-style-type: none"> Oversee the execution of deliverables Manages the risks originating from the project respective activities. Guiding the <i>Contractor</i> to ensure all works conform to <i>Employer</i> safety processes and systems Convening of Progress, Risk, Early Warning and other site issues
<i>Employer's Engineer</i>	<ul style="list-style-type: none"> Oversee the quality management plan Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings
Risk Control Officer	<ul style="list-style-type: none"> Ensures that the <i>Contractor</i> complies with all health and safety regulations Attend risks meeting during the progress of the project
<i>Supervisor</i>	Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings
Safety Officer	<ul style="list-style-type: none"> Ensures that the <i>Contractor</i> complies with all Health & Safety regulations and legislations Attend risks meeting during the progress of the project

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SHE specification attached.
- 6.4.2 The SHE specification describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction

- projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.4.3 The overarching obligations of the *Contractor* under the SHE specification before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor*.
- 6.4.4 Where relevant, method statements, as detailed in the SHE specification, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:
- Establishment of storage area
 - Hazardous and non-hazardous solid waste management
 - Dust control
 - Noise and vibration control
 - Environmental awareness training
 - Emergency procedures for environmental incidents
 - *Contractor's* SHE Officer
- 6.4.5 The *Contractor* to ensure monitoring of environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc.
- 6.4.6 During the construction period, the *Contractor* complies with the following:
- A copy of SHE plan shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including *Subcontractors* and their staff) as well as suppliers are familiar with and understand the specifications contained in the SHE plan.
 - Environmental Management Plan must be submitted and approved at least 20 days prior to the proposed commencement of the activity.
 - Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities..
 - The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the SHE specification before they arrive at Site and off load any Materials.
- 6.4.7 The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the SHE plan
- 6.4.8 The *Contractor* makes copies of the, SHE plan available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including *Subcontractors*) are familiar with and understand the requirements of the SHE plan.
- 6.4.9 The *Contractor* complies with the following:
- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate Environmental Management Plans describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved.
 - The lines of communication of the various personnel under the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the SHE plan are contained within Annexure A, see SHE specifications. For organogram, refer to annexure A.

- The roles and responsibilities of the various personnel under the *Project Manager* with respect to environmental issues are stated in the paragraph 6.3.11 of the *Works information*.
- The *Project Manager* specific tasks as per SHE specification refer to 6.3 of the *Works Information*.
- The *Contractor* complies with the SHE specifications. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the SHE specifications.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

6.6 Programming constraints

- 6.6.1 Management Level Schedule (Level 2) – which defines the major activities and interfaces between engineering, procurement, design, fabrication and execution, transportation, installation, pre-commissioning and commissioning. This is a high level summary schedule and is issued in the monthly progress report
- 6.6.2 The *Contractor* to develop a Project Level Schedule (Level 4) – which defines in detail the interfaces between the different project disciplines. This schedule to be issued on a day-to-day basis for guiding the project team as to what must be done and by when. For this purpose a four (4) week look ahead report will be issued on a weekly basis
- 6.6.3 The *Contractor* to develop a fabrication Schedules – Each of the equipment vendors will produce a detailed fabrication schedule. The Project Planner will approve this schedule. Progress will be reported on a weekly basis by the vendor. The Project Planner will then update the Project Schedule with the progress per activity.
- 6.6.4 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of [state further details as required. I anticipate paragraph 6.3 Health Safety and Environmental issues need to be highlighted on the programme and potentially paragraph 7 procurement issues. Hopefully it is obvious that the *Contractor* has to show delivery and installation (paragraph 5) operations on the programme, but the *Project Manager* might require various mandatory statements (e.g.) in relation to Equipment manufacturing and/or assembly / dismantling].

- 6.6.5 EMPLOYER employees and other *Contractors* operate on Site during normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday excluding public holidays and December builder's break.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the SHE specifications and Quality Management Plans as described under paragraph 2.4 of the Works Information, together with the associated environmental Management Plans.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of [state further details as required. I anticipate paragraph 6.3 Health Safety and Environmental issues need to be highlighted on the programme, and potentially paragraph 7 procurement issues. Hopefully it is obvious that the Contractor has to show construction (paragraph 5) operations on the programme, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling].

The *Contractor* complies with the *Employer's* programme when he submits his first programme.

- 6.6.6 The *Employer's* Level 3 programme will be made available.

The *Contractor* presents his first programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the *Contractor* submits his Level 4 Programme to the *Project Manager* for acceptance, together with the associated works method statements and a supporting Basis of Schedule document.

The *Contractor* uses Primavera version 8.2 for his programme submissions or Ms Project 2013, a programme software package equivalent to Primavera version 8.2 or Ms Project 2013 subject to the prior written notification and acceptance by the *Project Manager*.

The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

The *Contractor's* programme shows duration of operations in working days, normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday excluding public holidays and December builder's break

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

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline
- A narrative status report, which includes precise details status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify

- 6.6.7 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

6.6.8 The *Contractor* submits programme report information to the *Project Manager* at monthly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

6.6.9 The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 4-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.7 Contractor's management, supervision and key people

In a case of a Joint Venture, the main *Contractor* to provide the Organogram showing his people and their lines of authority/communication.

6.7.1 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental Management Plan approved by the Environmental Officer/Manager and ensures that the SHE plan is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental Management Plan.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period].

Monitor compliance with the SHE specifications and the environmental Management Plan submitted to the *Project Manager*

- Reporting of an environmental incident [define further, consult with Environment Dept.] to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed [this is superfluous unless specific *Contractor* obligations explain signs and barriers placement under the SHE specification.

The CSHEO submits daily, weekly and monthly to the SHEC.

6.7.4 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key

people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

6.8 Training workshops and technology transfer

Tenderers shall allow in their tender prices for a training course, to train on site at least 5 crew members per Workboats, as nominated by the User (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

- The training shall be done on all items of Plant procured as well as any installed Plant and systems. All consumables required for the training shall be provided by the *Contractor* and shall be priced for.
- During this period, the personnel shall be made fully conversant with the operation of, and daily maintenance required for, each item of the Workboats.
- The training shall be of such a standard that will enable the Client to carry out his own in-house training of other personnel.
- The training course shall start only after first take-over inspection of the system.
- The training course shall be carried out in the language medium as chosen by the Client.
- The Operating Manual of the contract shall include a full description of the contents of the training course.

6.8.1 The *Contractor* to transfer the designs technology documents used on the development of the equipment and provide simulation software to assist the *Employer* for operating the equipment and fault finding.

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

- The Contractor to transfer the designs technology documents used on the development of the equipment and provide simulation software to assist the Employer for operating the equipment and fault finding
- The Contractor shall provide equipment certificates and warranty certificates for all equipment supplied under this contract.
- The Contractor to maintain and demonstrate equipment's use to the Project Manager, Employer Engineer and Fire officials. The Contractor to submit the Quality Management Plan to the Employer for review and acceptance. The documented Quality Management System to be used in the manufacture of the goods.

The *Contractor* to comply with the requirements of Quality Management Plan.

6.9 Insurance provided by the Employer

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

- 6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.
- 6.11.3 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

- 6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design
 - Site instructions records
 - Daily site events records
 - SHE File
 - SHE Management System performance

6.13 The *Contractor's* Invoices

- 6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.13.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.13.3 The invoice states the following:
Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited's VAT No: **4720103177**;
Invoice number;
The *Contractor's* VAT Number; and
The Contract number
The invoice contains the supporting detail i.e. proof of service delivery .
- 6.13.4 The invoice is presented either by post or by hand delivery.
- 6.13.5 Invoices submitted by post are addressed to:
Transnet National Ports Authority
P O Box 612054
Bluewater Bay
South Africa 6212
T +27 41 507 8210

For the attention of **Motsamai Mohoalali**

Invoices submitted by hand are presented to:

**Transnet National Ports Authority
eMendi Administration Building**

N2 Neptune Road

Off Klub Road

Port of Ngqura

Port Elizabeth

6100

For the attention of **Motsamai Mohoalali**

The invoice is presented as an original.

6.14 People

6.14.1 Minimum requirements of people employed on the Site

The *Contractor* to have legitimate documentation for his/her employees in line with labour relations requirements.

6.15 CONTRACTOR LIABILITY

6.15.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;

6.15.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

6.15.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

6.15.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

6.15.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

6.16 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

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

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

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

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

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

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

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

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

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

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

6.17 Plant and Materials

6.17.1 Quality

6.17.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

6.17.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.17.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.17.5 Plant & Materials provided "free issue" by the *Employer*

None

- 6.17.6 All materials and equipment used for the installations shall be new and undamaged. The *Contractor* shall, if requested by the Project Manager, provide samples of material and tools for approval. If judged necessary by the *Project Manager*, such samples may only be returned after the completion of the installation, in order to ensure that the quality of the installed product is the same as that of the approved sample
- 6.17.7 Material for which an SANS specification exists, shall be in accordance with such a specification, and shall bear the SANS mark.
- 6.17.8 All fire protection Plant used shall originate from *Contractor* which have been certified in accordance with SANS standards and or ISO 9001 (ISO 9001) and ISO 9002 (ISO 9002) guidelines for Quality assurance. The tenderers shall provide copies of accredited Safety Management System certificates of approval with their tenders. Plant designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.
- 6.17.9 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- 6.17.10 The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.
- 6.17.11 Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 6.17.12 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the Project Manager and the Supervisor on each occasion where replacement is required.
- 6.17.13 Plant & Materials provided "free issue" by the Employer
N/A
- 6.17.14 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the works:
N/A
- 6.17.15 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the works. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
N/A
- 6.17.16 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:
N/A

6.17.17 The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided “free issue” by the *Employer*.

6.17.18 *Contractor’s* procurement of Plant and Materials

The *Contractor* shall ensure that any equipment delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the SHE specification before they arrive at Site and off load any equipment’s.

The *Contractor* must acquaint themselves with local site conditions such as access area available on site, type of ground, storage, transport, loading and unloading facilities needed, as no claims by the *Contractor*, which may arise from ignorance of the site conditions, shall be considered.

6.18 Constraints at the Delivery Place

6.18.1 Entry to all three Ports is via security controlled gates, all personnel entering and leaving the Port must have identification. All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

No identity cards will be issued until the *Contractor* has been appointed and the contract has been registered with Transnet

Identity cards are issued by Transnet National Ports Authority (*Employer*) security at each Port during normal working hours on weekdays only.

6.18.2 Ordering of Plant and Materials

The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of Plant and materials. All other activities which must proceed placing of orders must be taken into account when the *Contractor* schedules his activities.

6.18.3 Storage of Materials and Plant

The *Contractor* shall be responsible for the proper storage of all materials and Plant on site to ensure protection against the elements, damage by impact, dirt, builder’s rubble dust theft etc. After handover it will be the responsibility of *Employer* to ensure good keeping and safety of material

6.18.4 Protection of the Works

The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for protection of the works against such damage until handover to the Client.

6.18.5 Accessibility

The *Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices, which require reading adjustment, inspection, repair removal or replacement.

The *Contractor* shall design all systems and plant positioning to enable ease of maintenance or repair and provide sufficient space for removal or replacement of plant if required.

6.18.6 Weather Proofing

All outdoor Plant shall be weatherproof and corrosion resistant including minor items such as screws fixers, brackets, etc. The IP rating for waterproofing of all Plant must be accepted by the *Engineer* and should adhere to relevant SANS standards.

The *Contractor* to provide manufacturers certificates stating country of origin, tests carried out by manufacturer, requirements for labels, signage, component name plates, instruction sheets, shipping marks, software codes where applicable

The *Contractor* to state how a shipment (especially for Plant and Materials from outside RSA) is to be unloaded at Site, opened and checked for damage in transit. The *Contractor* to state if there is a damage and a report of such must be counter-signed by the *Project Manager* and *Contractor* to the *Contractor's* insurance broker (see notes at Contract Data - Part One) with copies to the *Project Manager* and the *Employer*.

6.18.7 Spares and consumables

The *Contractor* to identify and provide a minimum critical spares and consumables for the equipment as part of the *Works*.

6.18.8 The *Contractor* provides the following spares and consumables to the *Employer*:

The *Contractor* to identify and provide a minimum critical spares and consumables for the equipment as part of the *Works*.

6.19 Tests and inspections before delivery

6.19.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others.

The *Contractor* must make allowance for conducting sea trials when the *Work* has been completed before handing over to the *Employer*.

The *Contractor* to provide the SABS approved certification for the equipment in terms of compliance to standards and regulations.

6.20 Marking Plant and Materials outside the Working Areas

6.20.1 The *Contractor* prepares and marks the goods if payment is made before supply with 'Property of Transnet SOC Ltd' and the Contract number.

6.20.2 Goods are to be clearly and indelibly marked using hard stamping, or security tags. The *Contractor* provides designated areas sealed off from the rest of the manufacturer's production run in which to store goods that are complete and awaiting delivery to site.

6.20.3 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with hard stamping, or security tags. The *Contractor* provides designated areas sealed off from the rest of the manufacturer's production run in which to store goods that are complete and awaiting delivery to site.

6.20.4 The *Contractor* is obliged to take photos as proof of marking and send to the *Employer*.

6.21 Contractor's Equipment (including temporary works).

6.21.1 The *Contractor* provides the *Project Manager* with details of all the temporary *Works* to be done for execution of the *Works* i.e. scaffolding is considered temporary.

6.22 Preparation of post Completion contracts

6.22.1 The *Contractor* may be required to assist with the preparation of a post Completion NEC3 Term Service Contract as part of his obligations under this contract in order to assure continuity into the operational phase.

6.22.2 The *Contractor* provides the following assistance to the *Employer* post Completion:

- Maintenance Scope of work
- Tools and equipment to execute maintenance
- List of spare equipment
- Maintenance schedule for all newly installed equipment's
- Warranties for all new equipment
- Test certificates

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

The *Contractor* submits with his tender full technical drawings, details and specifications for all equipment and systems required for the works. These details shall include manufacturing, erection and application details where applicable, performance characteristics as well as any applicable warranties and guarantees.

The *Contractors* works shall include for, but not limited to:

- Procurement, design where required, installation where required, testing, commissioning and handing over of fully operational Workboats in complete working order ready for immediate use and subsequent maintenance as per the NEC-3 Contract.


The *Contractor* to note that this *Works Information* is to be read in conjunction with the Activity Schedule or the Bill of Quantities (BoQ). No document takes precedence over the other therefore, pricing the BoQ without taking into consideration all the requirements as per this WI will be the risk borne by the *Contractor*

“HOW TO” GUIDE FOR BIDDERS

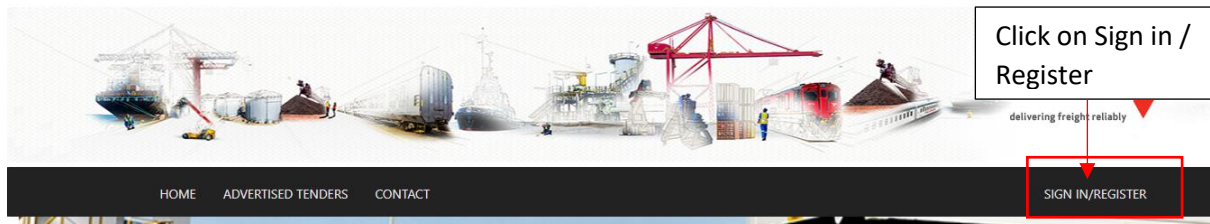
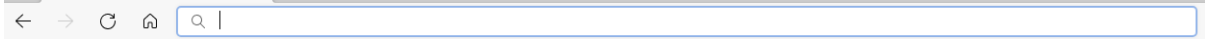
REGISTER ON ETENDER PORTAL

ACCESS TENDERS


NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



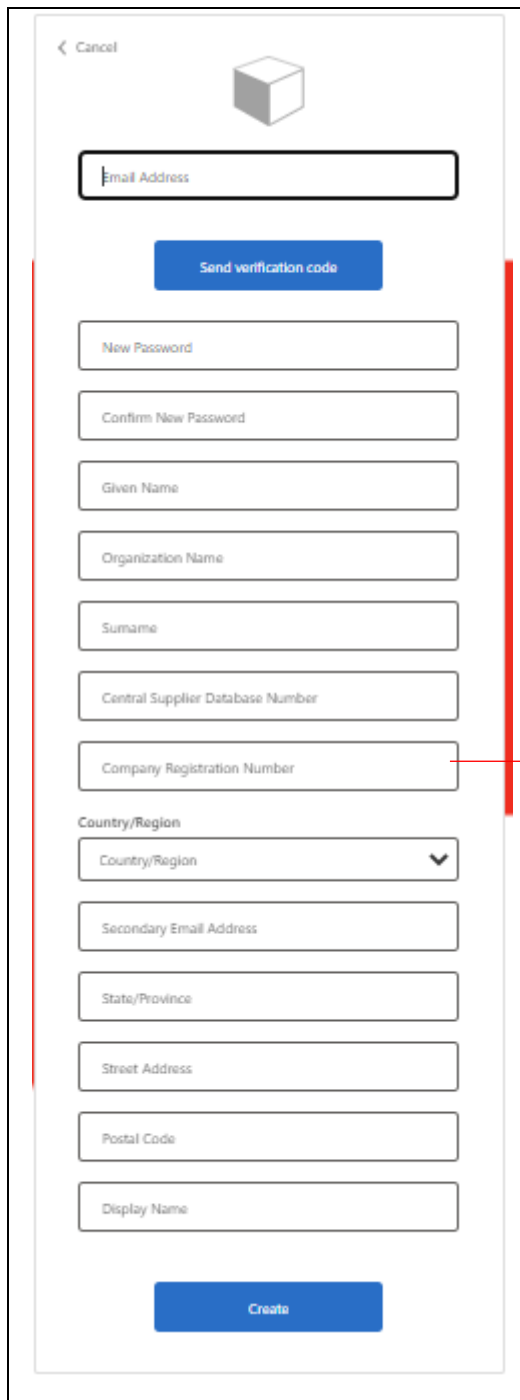
Sign in with your email address

[Forgot your password?](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender




The screenshot shows a mobile registration form with the following fields and buttons:

- Cancel (top left)
- 3D cube icon (top center)
- Email Address (text input)
- Send verification code (blue button)
- New Password (text input)
- Confirm New Password (text input)
- Given Name (text input)
- Organization Name (text input)
- Surname (text input)
- Central Supplier Database Number (text input)
- Company Registration Number (text input)
- Country/Region (dropdown menu)
- Secondary Email Address (text input)
- State/Province (text input)
- Street Address (text input)
- Postal Code (text input)
- Display Name (text input)
- Create (blue button)

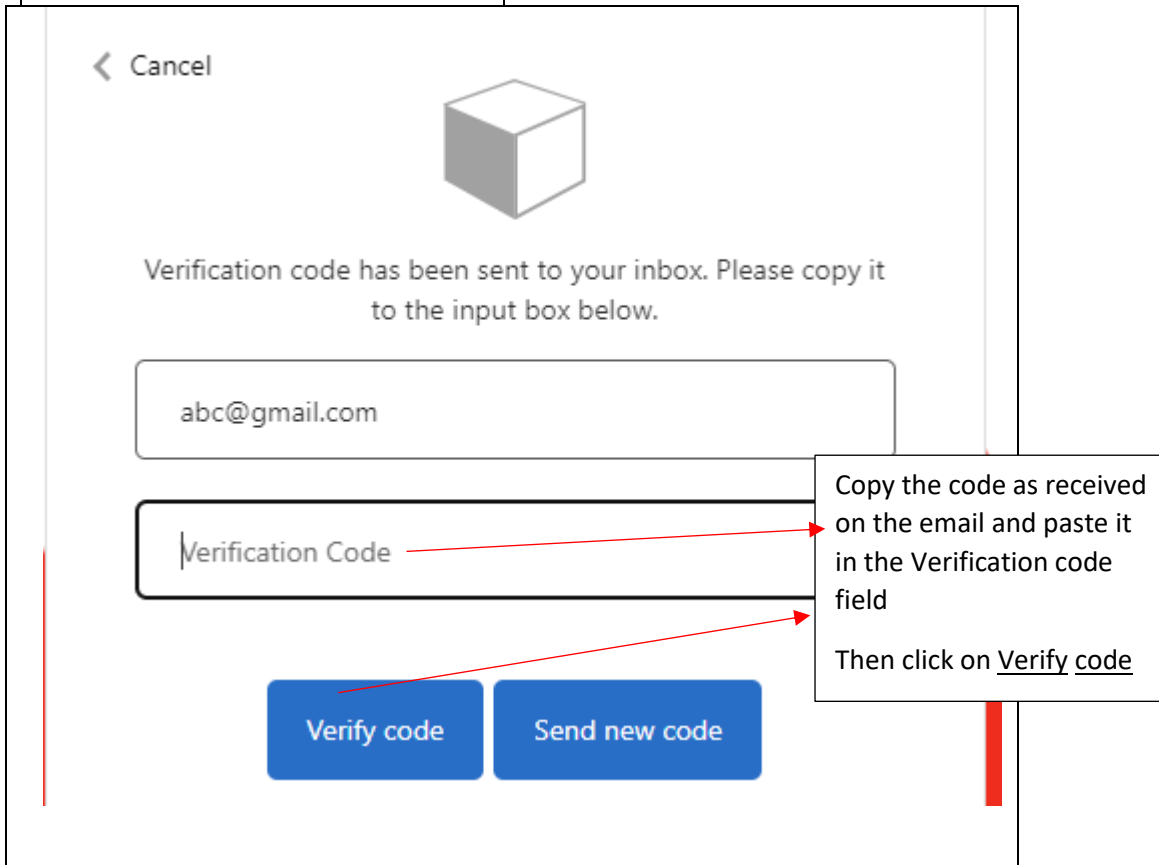
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.



After completing all fields, select "Send verification code". The code will be sent to your email.



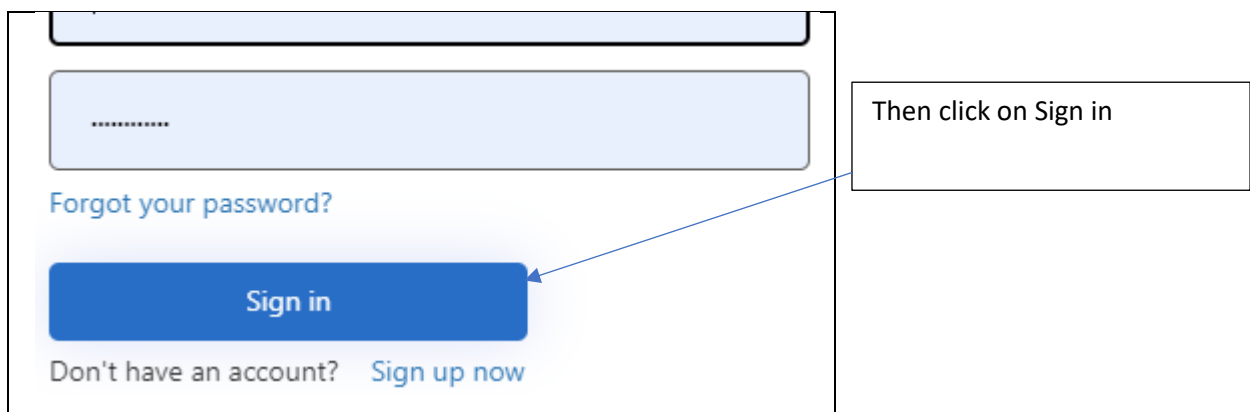
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

Once registered and signed in, the home screen will have "WELCOME (Registered user)"

TRANSNET



DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
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To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link below.

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON; 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00 AM	Open	View Details

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ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the "View Details" has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

The screenshot shows the 'TENDER DETAILS' page. The left sidebar contains a 'Tender Details' tab. The main content area is divided into two columns. The left column lists tender information: Tender Reference Number (TE/2022/04/0697/RFQ), Name Of Tender (TE22-SRX-1FG-02068), Description (STOP; TOP BUNK, OD 19.5 X HT 6.5 MM), Tender Type (RFQ), Contact Person (Charl du Preez Transnet Engineering SLR), Contact Person Email Address (Charl.duPreez@transnet.net), Date Published (4/7/2022 3:51:47 PM), Closing Date (4/13/2022 10:00:00 AM), Briefing Date And Time, Briefing Details, and Location Of Service (Coaches, Salt River). The right column contains 'Briefing Session' (Closing Date: 4/13/2022 10:00:00 AM), 'Attachments' (four PDF files), and a 'Log An Intent To Bid' toggle switch which is currently turned off.

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to "Submit Intent" or "Cancel". Click on **Submit Intent**

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned on. Below the toggle, two buttons are visible: 'Submit Intent' (in blue) and 'Cancel' (in red). The rest of the page content, including the tender details and attachments, remains the same.

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering
SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

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HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

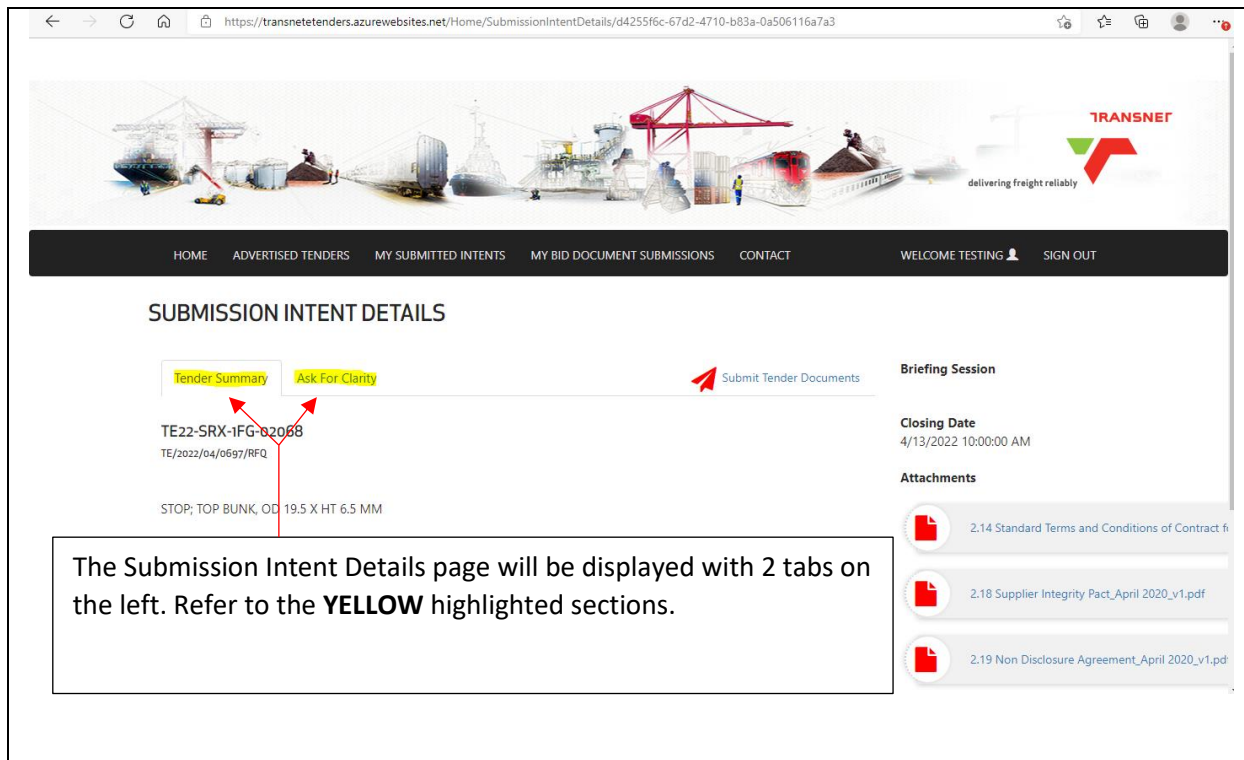
Show entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

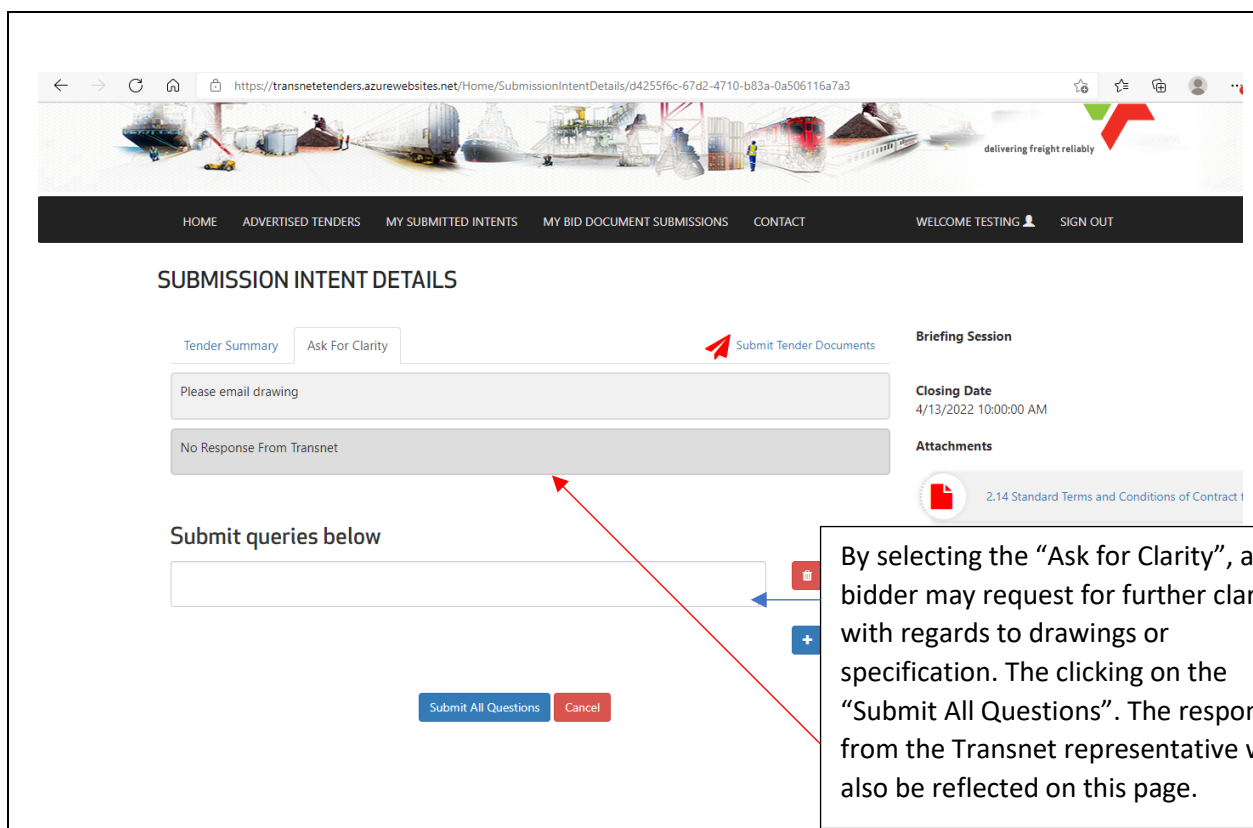
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

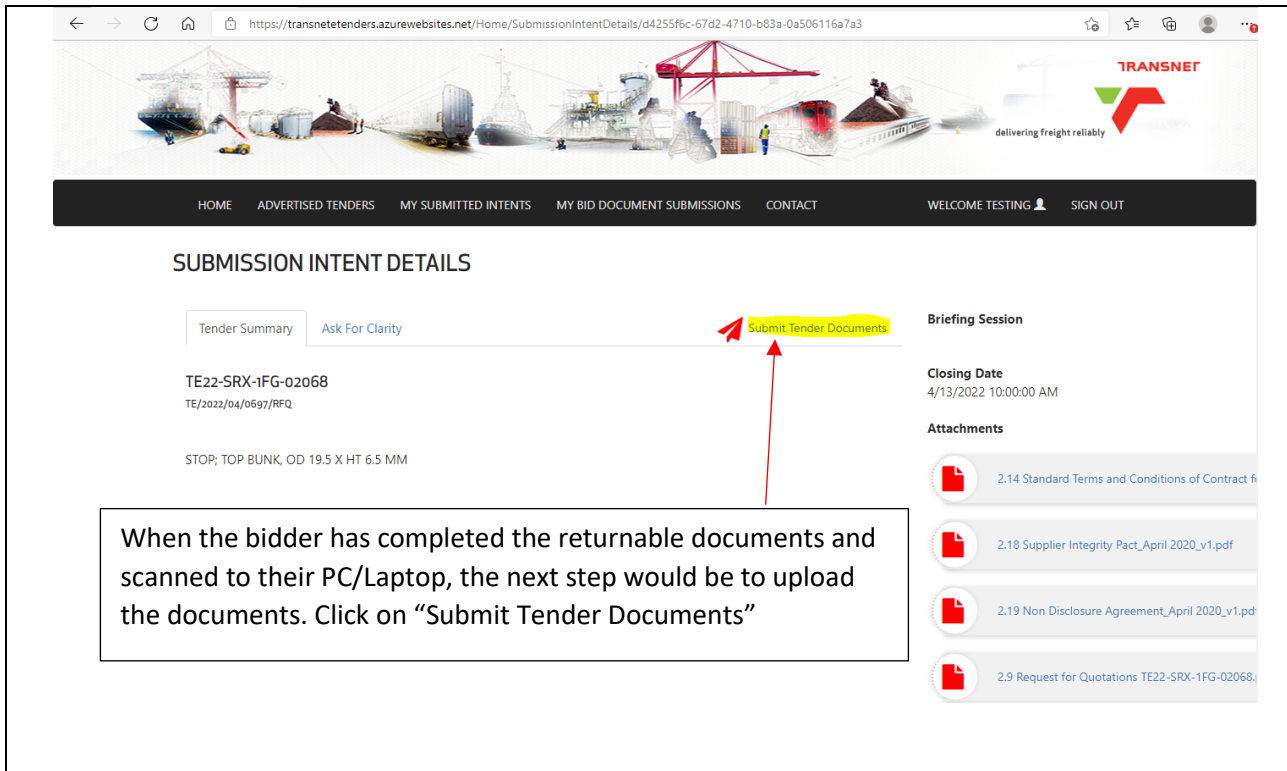
Attachments

- 2.14 Standard Terms and Conditions of Contract 1

Submit queries below

[Submit All Questions](#) [Cancel](#)

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

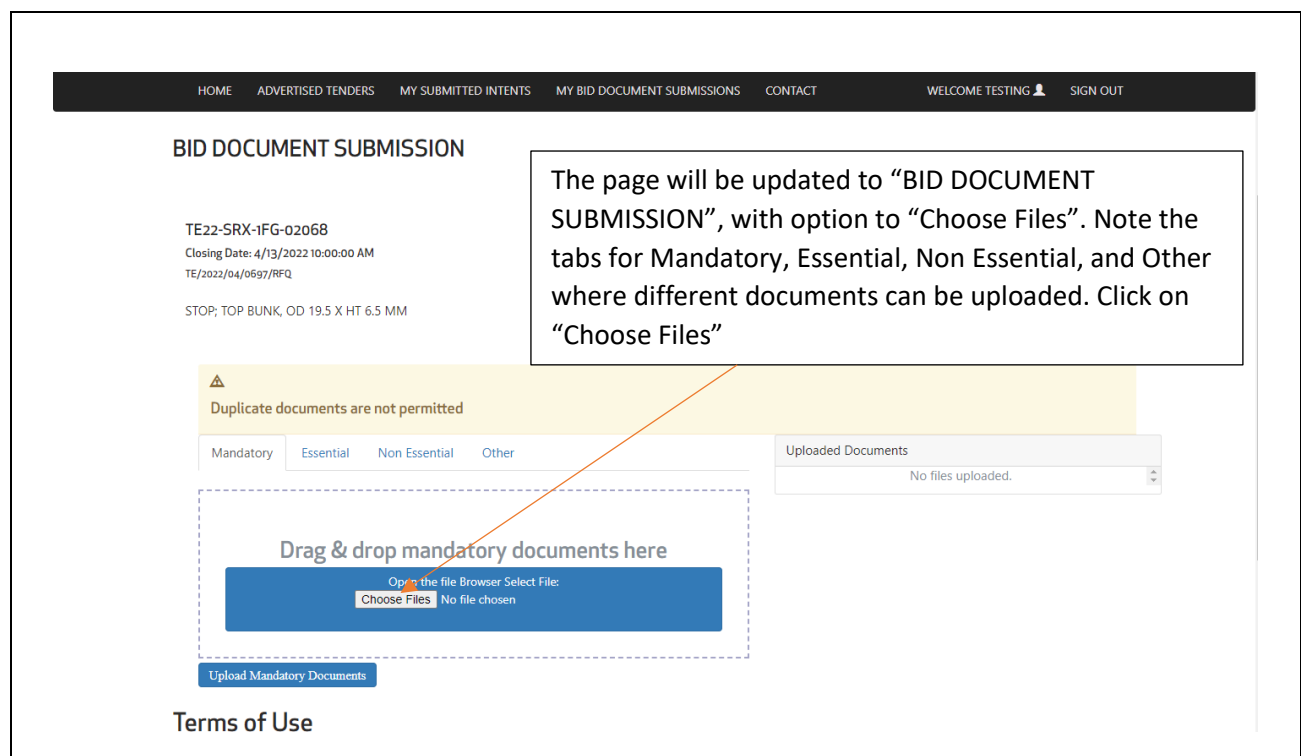
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

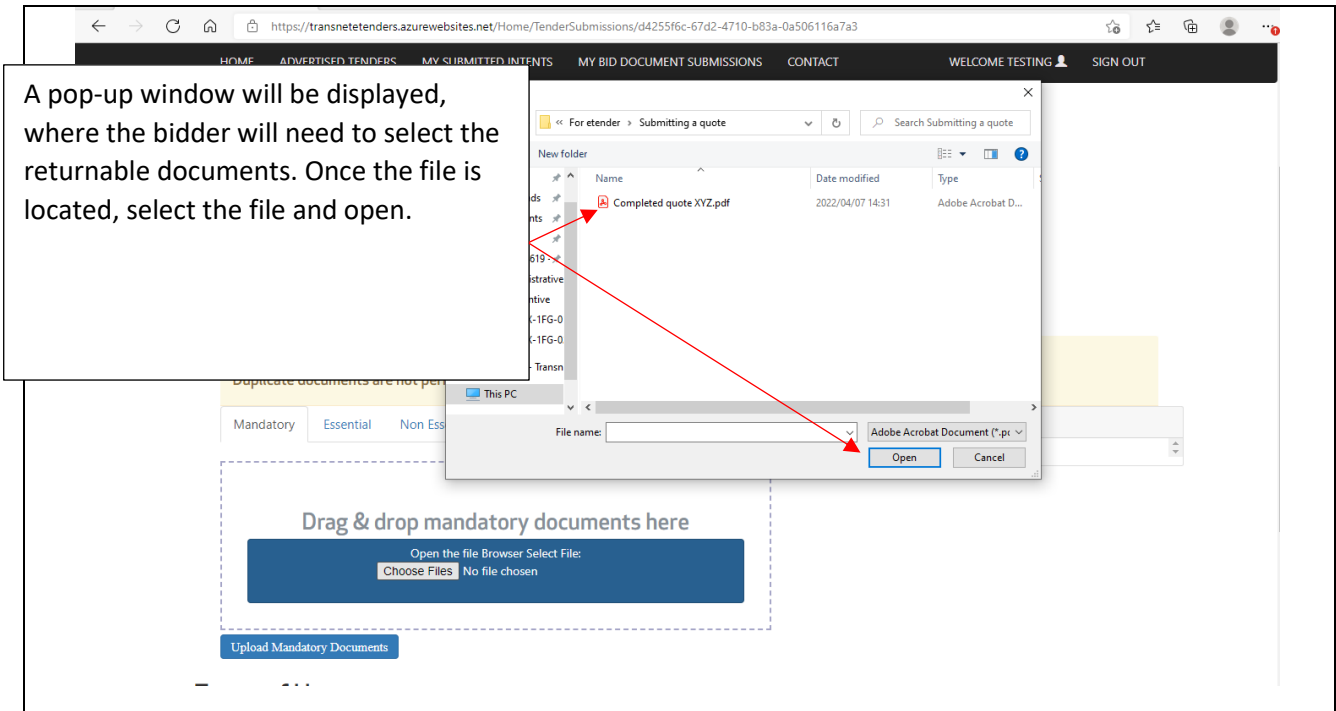
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

[Terms of Use](#)

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

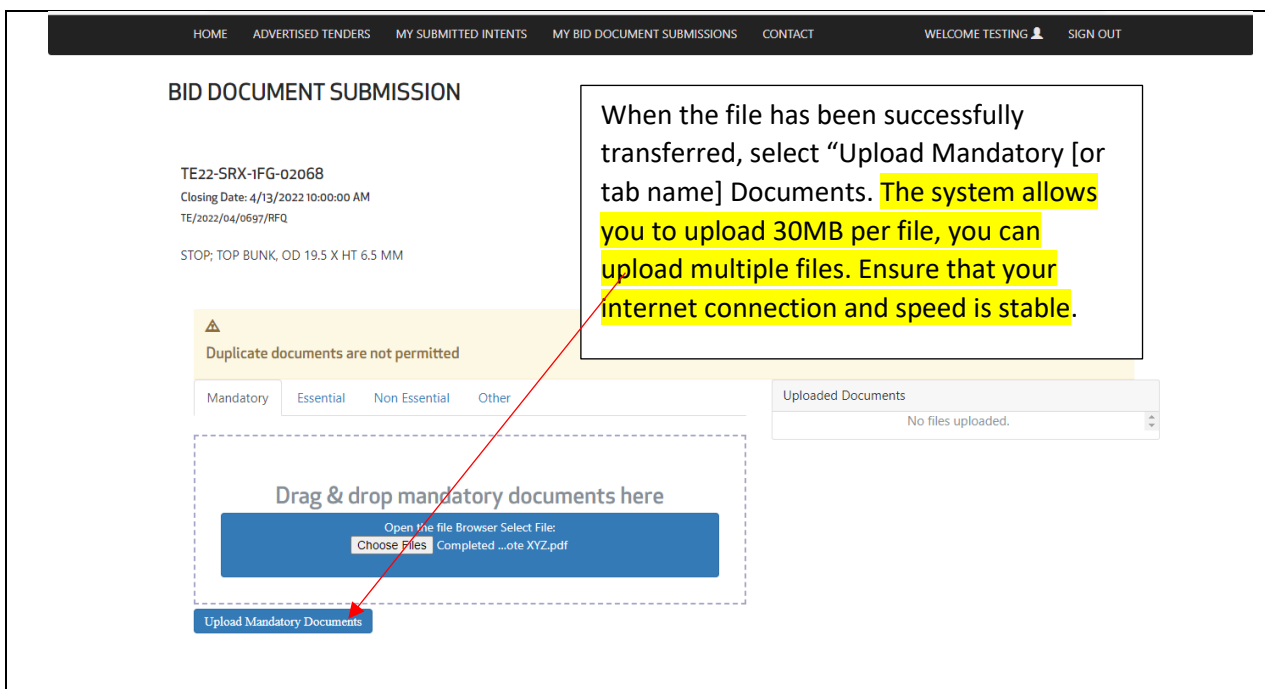
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.


← Back

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

→ Submit Bid



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HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.