

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION,  
COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL  
TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF  
FOURTEEN (14) MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2022/10/1226/14051/RFP</b>
<b>ISSUE DATE</b>	<b>: 04 November 2022</b>
<b>COMPULSORY BRIEFING</b> <i>(Briefing details are indicated on T1.1 Tender Invitation)</i>	<b>: 11 November 2022 Port of Durban</b> <b>14 November 2022 Port of Saldanha</b> <b>15 November 2022 Port of Cape Town</b>
<b>CLOSING DATE</b>	<b>: 28 November 2022</b>
<b>CLOSING TIME</b>	<b>: 16:00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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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].

<b>DESCRIPTION</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION, COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF FOURTEEN (14) MONTHS</b>
<b>TENDER ISSUE AND DOWNLOADING</b>	<p><b>Tender Issue Date: 04 November 2022</b></p> <p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd;</li> </ul> <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (refer to section 2, paragraph 3 below for detailed steps).</p>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>Three Compulsory Tender Clarification Meetings will be conducted as follows:</p> <ul style="list-style-type: none"> <li>• <b>11 November 2022, 10am at Transnet National Ports Authority, Port of Durban, Small Craft Basin; or</b></li> <li>• <b>14 November 2022, 10am at Transnet National Ports Authority, Marine Boardroom, Small Craft Harbour, Port of Saldanha; or</b></li> </ul>

- **15 November 2022, 10am at Transnet National Ports Authority, Jetty 1, V&A Waterfront, Victoria Basin Cape Town, 8001.**

**Tenderers may choose which compulsory clarification they wish to attend (Cape Town, Saldanha or Durban), but eligibility is such that they must have attended one session at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].**

The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

**A Site visit/walk will take place, tenderers are to note:**

- Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
- Tenderers without the recommended 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.

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.

**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.**

**Tenderers failing to attend the compulsory tender briefing will be disqualified.**



<b>CLOSING DATE</b>	<p><b>28 November 2022 at 16:00</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system.</p> <p><b>If a tender is late, it will not be accepted for consideration.</b></p>
<b>ADDENDA TO THE RFP</b>	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</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 e-Tenders management platform website (<https://transnetetenders.azurewebsites.net>);

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

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**wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

### **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;

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- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 TENDER DATA

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

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

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

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

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

	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Sisanda Msi
	Address:	N2 Neptune Road TNPA Admin Building Port of Ngqura
	Tel No.:	063 692 8946
	E – mail:	<a href="mailto:Sisanda.Msi@transnet.net">Sisanda.Msi@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>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</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p>	
	<p><b>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</b></p> <p>The minimum B-BBEE level for this transaction is level four (4) contributor.</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p>	
	<p><b>3. Stage Three – 30% Sub-Contracting in terms of the Preferential Procurement Regulations, 2017:</b></p> <p>The tenderer must subcontract a minimum of 30% to one or more of the following designated group:</p>	

- ✓ EME or QSE which is at least 51% owned by black people or
- ✓ EME or QSE which is at least 51% owned by black who are Youth or
- ✓ EME or QSE which is at least 51% owned by black people who Women or
- ✓ EME or QSE which is at least 51% owned by black people who are disabilities or
- ✓ EME or QSE which is at least 51% owned by black people who living in Townships or Rural Areas or
- ✓ EME or QSE which is at least 51% owned by black people who military veterans or
- ✓ A cooperative which is at least 51% owned by black people;

The list of potential sub-contractors that are registered on the National Treasury Central Supplier Database (CSD) must be accessed as follows:

- Log on to CSD website on <http://secure.csd.gov.za/>.
- Click on Search and select Subcontractor Search; and
- Enter the Procurement reference number (.....), and
- Click on "Run Search".

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

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

#### **4. Stage Four - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

##### **COMPULSORY LOCAL CONTENT THRESHOLD**

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the Steel/Aluminium; Search and rescue lights; Radars; Communication Transceivers; Firefighting equipment; Manoeuvring System; Ventilation System; Air conditioning equipment; Environmental protection; Refrigeration equipment; Cabin

Outfitting; Insulation; Galley equipment; Mooring system; Davits and Cranes; Air Whistle CIF; Hydrofoils; Hydraulics; Water tight doors; Water tight windows; Fire doors; Valves Sector", Transnet is required to set a stipulated minimum threshold be set for this RFP.

#### 4.1 Local Content Threshold

A Local Content threshold of Steel/Aluminium- 100%; Search and rescue lights-100%; Radars-100%; Communication Transceivers- 100%; Firefighting equipment- 100%; Manoeuvring System- 100%; Ventilation System- 100%; Air conditioning equipment- 100%; Environmental protection- 100%; Refrigeration equipment- 100%; Cabin Outfitting- 100%; Insulation- 100%; Galley equipment- 100%; Mooring system- 100%; Davits and Cranes- 100%; Air Whistle CIF- 100%; Hydrofoils- 100%; Hydraulics- 100%; Water tight doors- 100%; Water tight windows- 100%; Fire doors- 100%; Valves- 100% will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent for the contract term.

Components and manufacturing processes against which the overall local content must be discharged		
Components and manufacturing processes	%	Local content
Steel/Aluminium	100%	
Search and rescue lights	100%	
Radars	100%	
Communication Transceivers <ul style="list-style-type: none"> <li>HF CNR – FCR1100 HF Transceiver 1.6MHz to 30MHz</li> <li>HF CNR Portable – MCR1025 HF transceiver 1.6MHz to 30MHz</li> <li>HF Whip Antenna 1.6MHz to 30MHz</li> <li>HF Webbing Bag</li> <li>V/UHF CNR – FCR5050 V/UHF Transceiver 30MHz to 400MHz</li> <li>Power Supply Unit 220 V AC – 24 V DC</li> <li>VHF CNR Portable – MCR2005 VHF Transceiver 30MHz to 88MHz</li> <li>VHF Whip Antenna 30MHz to 88MHz</li> </ul>	100%	



<ul style="list-style-type: none"> <li>• VHF CNR Portable – MCR2005 VHF Transceiver 30MHz to 88MHz Mounting Tray for boarding Boats</li> <li>• V/UHF CNR Portable – MCR3005 v/uhf Transceiver 118MHz to 400MHz</li> <li>• VHF Whip Antenna 118MHz to 400MHz</li> <li>• H/V/UHF Rechargeable Battery 14.4V, 12Ah</li> <li>• V/UHF Webbing Bag</li> <li>• H/V/UHF Rechargeable Battery Charger cable</li> <li>• Vehicle Crew Radio Transceiver VCR4001 410MHz to 510MHz</li> <li>• Vehicle Crew Radio Transceiver Antenna Base 410MHz to 510MHz</li> <li>• Vehicle Crew Radio Transceiver Antenna Whip 410MHz to 510MHz</li> <li>• Personal Crew Radio Transceiver PCR4001 410MHz to 510MHz</li> <li>• Personal Crew Radio Transceiver Antenna 410MHz to 510MHz</li> <li>• Personal Crew Radio Transceiver Rechargeable Battery</li> <li>• Personal Crew Radio Transceiver Webbing Bag</li> <li>• 6 Way Battery Charger</li> </ul>	
Firefighting equipment	100%
Manoeuvring System <ul style="list-style-type: none"> <li>• Rudder</li> <li>• Steering gear</li> <li>• Bow thrusters</li> </ul>	100%
Ventilation System <ul style="list-style-type: none"> <li>• Fans</li> <li>• Fans Housing</li> <li>• Ducting</li> <li>• Fire dampers</li> <li>• Axsteel ventilators</li> </ul>	100%
Air conditioning equipment <ul style="list-style-type: none"> <li>• Air handling units</li> </ul>	100%
Environmental protection <ul style="list-style-type: none"> <li>• Oily water separators</li> <li>• Filtration</li> </ul>	100%
Refrigeration equipment <ul style="list-style-type: none"> <li>• Compressors</li> <li>• Condensers</li> </ul>	100%

Preservation and coverings	100%
<ul style="list-style-type: none"> <li>Corrosion protection paints</li> </ul>	
Cabin Outfitting	100%
Insulation	100%
Galley equipment	100%
<ul style="list-style-type: none"> <li>Stove</li> <li>Fridge</li> <li>Galley extraction and ventilation systems</li> <li>Dishwashers</li> <li>Deep at fryer</li> <li>Grillers</li> <li>Lights</li> <li>Etc.</li> </ul>	
Mooring system	100%
<ul style="list-style-type: none"> <li>Anchor winches (Anchor chains, Anchors, etc.)</li> <li>Cable winches (Mooring ropes, towing ropes, etc)</li> </ul>	
Davits and Cranes	100%
Air Whistle CIF	100%
Hydrofoils	100%
Hydraulics	100%
Water tight doors	100%
Water tight windows	100%
Fire doors	100%
Valves	100%

Only locally produced or locally manufactured **components** with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The

dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

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

## **4.2 Local Content Notes**

4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;

4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

4.2.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

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

Where

x is the imported content in Rand

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

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

4.2.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content

together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; [http://www.the\\_dti.gov.za/industrial\\_development/ip.jsp](http://www.the_dti.gov.za/industrial_development/ip.jsp) at no cost.

- 4.2.5 The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 4.2.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted a the closing date and time of the bid;
- 4.2.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 4.2.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

### **4.3 Mandatory RFP Annexures**

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

Annexure B – Declaration Certificate for Local Production and Content  
[SBD 6.2]

Annexure C – Local Content Declaration: Summary Schedule

Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.

To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

Annexure F - Guidance Document for the calculation of Local Content

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

#### **4.4 Challenges meeting the Local Content Threshold**

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

#### **4.5 Exchange Rate Verification**

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary

Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

#### 4.6 Local Content Obligations

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

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

#### 5. Stage Five - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 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 functionality criteria will be regarded as an unacceptable tender.***

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

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

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C.2.12 No alternative tender offers will be considered.

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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/2022/10/1226/14051/RFP
- The Tender Description: APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT, RESTORATION, COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF FOURTEEN (14) MONTHS

Documents must be marked for the attention of:

***Employer's Agent: Sisanda Msi***

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

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

Time: **16:00** on the **28 November 2022**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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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, Price and Preference:

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

- T2.2-05 Programme
- T2.2-06 Project Organogram, Management & CVs of Key Persons
- T2.2-07 Health and Safety Requirements
- T2.2-08 Previous Experience
- T2.2-09 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.

**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.**



Functionality Criteria	Sub-Criteria	Maximum number of points
T2.2-05: Programme	<p>The Tenderer provides a hard copy proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with an electronic version of the programme developed using a scheduling software tool.</p> <p>The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -</p> <ul style="list-style-type: none"> <li>▪ <b>Ability to provide the services:</b>  Ability to provide the services in terms of the <i>Employer's</i> requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to provide the Works clearly indicating the capacity &amp; capability to achieve the dates stated in the Contract Data.</li> <li>▪ <b>Provision of Dates:</b>  The <i>Contractor</i> clearly indicates in the schedule all milestones, activities &amp; information related to the following – <ul style="list-style-type: none"> <li>• Float,</li> <li>• Time Risk Allowances,</li> <li>• Health and safety requirements,</li> <li>• Procedures set out in this contract,</li> <li>• Work by the <i>Employer</i> and Others,</li> <li>• Access to a part of the site if later than its <i>access date</i>,</li> <li>• Acceptances,</li> <li>• Plant &amp; Materials and other things to be provided by the employer,</li> <li>• Information by Others,</li> <li>• <i>starting date, access dates, Key Dates and Completion Date</i>,</li> <li>• planned Completion for each Key Date for each option and the complete works.</li> </ul> </li> <li>▪ <b>Resourcing &amp; Equipment:</b>  The <i>Tenderer indicates</i> for each operation, a statement of how the <i>Tenderers</i> plans to do the work identifying the principal equipment and other resources which the tenderer plans to use.</li> </ul>	15

<p><b>T2.2-06: Project Organogram, Management &amp; CV's</b></p>	<p>The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.</p> <p>Submit the following documents as a minimum with your tender document:</p> <ol style="list-style-type: none"> <li>1. Project structure to include key personnel team that is specific to the project.</li> <li>2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely: <ol style="list-style-type: none"> <li>a. The education, training and skills. (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths)</li> <li>b. Relevant experience to be indicated in the CVs and the key personnel should include at least, amongst others but not limited to: <ul style="list-style-type: none"> <li>• Naval Architect</li> <li>• Chief Engineer (STCW)</li> <li>• Coded Welder</li> <li>• Spray Painter</li> <li>• Millwright</li> <li>• Boilermaker</li> <li>• Electrician</li> <li>• Health &amp; Safety Officer</li> </ul> </li> </ol> </li> </ol>	<p><b>20</b></p>
<p><b>T2.2-07: Health and Safety Management</b></p>	<p>Submit the following documents as a minimum with your tender:</p> <ol style="list-style-type: none"> <li>1. The Tenderers must provide their own project specific Health and Safety Plan addressing the requirements of TNPA health and safety specifications.</li> <li>2. Table or outline the Roles &amp; Responsibilities, such as 16.1 CEO, Health &amp; Safety Manager, Health and Safety officer, Construction Supervisor, Risk Assessor, SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.</li> <li>3. List of job categories for project and competencies required per category and</li> </ol>	<p><b>15</b></p>

		<p>develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.</p> <p>4. Overview of Risk Assessment process and examples, highlighting major activities of the project.</p> <p>5. <b>One year</b> synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.</p> <p>6. Completed Health and Safety cost breakdown sheet.</p> <p>7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.</p>	
T2.2-08: Experience	Previous	<p>Tenderers are required to demonstrate their overall experience in the delivery of similar works over the last 10 years, 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 shipbuilding or ship repairing and supply and installation of boats main components as detailed in the Works Information.</p> <p>References to substantiate experience indicated showing:</p> <ul style="list-style-type: none"> <li>• Project description</li> <li>• Customer name and contact details</li> <li>• Contract duration</li> <li>• Evidence of project completion i.e. Completion Certificate, Past or existing customers Reference letter</li> <li>• All references to be submitted to be signed, dated and on the client's letterhead</li> </ul> <p>The tenderer to submit the following:</p> <ul style="list-style-type: none"> <li>• Previous experience based on similar work (specific to the scope)</li> <li>• Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration).</li> </ul>	30
T2.2-09: Statement	Method	<p>The Tenderer has submitted a method statement which responds to the scope of work and outlines construction methodology including that relating but not limited to programme, safety related matters and an understanding of the project objective.</p>	20

	<p>The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to the Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.</p> <p>The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.</p>	
Total points allocated		<b>100</b>

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

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

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 BBBEE 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 the 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.

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting (Cape Town/Saldanha/Durban)
- T2.2-02 **Stage One as per PPPFA: Pre-qualification Criteria Schedule** - A tenderer having a stipulated minimum B-BBEE status level of contributor of 4
- T2.2-03 **Stage One as per PPPFA: Pre-qualification Criteria Schedule** - 30% subcontracting to designated group
- T2.2-04 **Stage Two as per PPPFA: Eligibility Criteria Schedule – Local Content**
- Annexure B: Declaration Certificate of Local Production and Content (SBD 6.2) and
  - Annexure C - Local Content Declaration: Summary Schedule
  - A Local Content exemption letter from DTI (where applicable)
  - Guidance Document for the Calculation of Local Content
  - Annexure B & C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained).
  - ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C
  - ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C

### 2.1.2 Stage Three: these schedules will be utilised for evaluation purposes:

- T2.2-05 **Evaluation Schedule:** Programme
- T2.2-06 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-07 **Evaluation Schedule:** Health and Safety Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Method Statement

### 2.1.3 Returnable Schedules General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Site Establishment requirements



T2.2-16 RFP Clarification Request Form

**2.1.4 Agreement and Commitment by Tenderer:**

- T2.2-17: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct
- T2.2-24 POPIA

**2.1.5 Bonds/Guarantees/Financial/Insurance:**

- T2.2-25 Insurance provided by the Contractor
- T2.2-26 Form of Intent to provide a Performance Guarantee
- T2.2-27 Three (3) years audited financial statements

**2.1.6 Job Creation**

- T2.2-28 Job-Creation Schedule

**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 (Bill of Quantities)**

**2.6 C2.2 Bill of Quantities**

## T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

### 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



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## **T2.2-02 ELIGIBILITY CRITERIA SCHEDULE: B-BBEE STATUS LEVEL**

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level.

**It is a specific tendering condition that tenderers must:**

- Have a minimum B-BBEE status level of 4 contributor.

## T2.2-03 Pre-qualification Criteria Schedule: 30% Sub-Contracting

Tenderers are required to meet the pre-qualification criteria of Sub-contracting of **a minimum of 30%** to one or more company/ies that meets the requirements of **Regulation 4(1)(c)** of the **PPPFA Regulations 2017** as indicated hereto:

- i. an EME or QSE which is at least 51% owned by black people;
- ii. an EME or QSE which is at least 51% owned by black people who are youth;
- iii. an EME or QSE which is at least 51% owned by black people who are women; or
- iv. an EME or QSE which is at least 51% owned by black people with disabilities;
- v. an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;
- vi. a cooperative which is at least 51% owned by black people;
- vii. an EME or QSE which is at least 51% owned by black people who are military veterans.

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors 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*.**

Provide **detailed information** of the proposed Sub-contractors below:

	Name of proposed Subcontractor	Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					

4.					
5.					
6.					
7.					
8.					
9.					
10.					

**The Tenderer is to submit the following document or copy thereof for each of the proposed sub-contractor(s) with this schedule:**

- Valid B-BBEE Sworn Affidavit or B-BBEE Certificate of each of the proposed sub-contractor(s).

**NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENT WILL RESULT IN THE PROPOSED SUBCONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO.**

Transnet reserves the right to request additional information of the proposed sub-contractor(s) should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor(s) entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-Contracting Agreement between the tenderer and proposed sub-contractor(s);
- Copies of the identity documents of the members of shareholders of the sub-contractor(s);
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor(s).

## SBD 6.2

### T2.2-04: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

#### 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Steel/Aluminium	100%
• Search and rescue lights	100%
• Radars	100%
• Communication Transceivers	100%
• Firefighting equipment	100%
• Manoeuvring System	100%
• Ventilation System	100%
• Air conditioning equipment	100%
• Environmental protection	100%
• Refrigeration equipment	100%
• Preservation and coverings	100%
• Cabin Outfitting	100%
• Insulation	100%
• Galley equipment	100%
• Mooring system	100%
• Davits and Cranes	100%
• Air Whistle CIF	100%
• Hydrofoils	100%
• Hydraulics	100%
• Water tight doors	100%
• Water tight windows	100%
• Fire doors	100%

- Valves 100%

4. Does any portion of the services, works or goods offered have any imported content?

( ***Tick applicable box*** )

YES		NO	
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- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.:** TNPA/2022/10/1226/14051/RFP

**ISSUED BY:** TRANSNET NATIONAL PORTS AUTHORITY ON BEHALF OF TRANSNET SOC LTD

NB

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

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

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

Price of the Designated commodity <b>Steel/Aluminium</b> Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Search and rescue lights</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Radars</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Communication Transceivers</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Firefighting equipment</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Manoeuvring System</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Ventilation System</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Air conditioning equipment</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Environmental protection</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Refrigeration equipment</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Preservation and coverings</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Cabin Outfitting</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>



Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Insulation</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Galley equipment</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Mooring system</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Davits and Cranes</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Air Whistle CIF</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Hydrofoils</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Hydraulics</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Water tight doors</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Water tight windows</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Fire doors</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity <b>Valves</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.**

## **Schedule A – Non-compliance for Local Content**

### **Non-compliance Penalties for Local Content:**

- If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.

- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
- The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

**Non-compliance Penalty Certificate:**

- If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
  - the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

- Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

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during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.

TNPA/2022/10/1226/14051/RFP

(C2) Tender description:

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION, COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL TUGBOATS TO TRANSET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF FOURTEEN (14) MONTHS

(C3) Designated product(s)

Steel/Aluminium, Search and rescue lights, Radars, Communication Transceivers, Firefighting equipment, Manoeuvring System, Ventilation System, Air conditioning equipment, Environmental protection, Refrigeration equipment, Preservation and coverings, Cabin Outfitting, Insulation, Galley equipment, Mooring system, Davits and Cranes, Davits and Cranes, Air Whistle C/F, Hydrofoils, Hydraulics, Water tight doors, Water tight windows, Fire doors, Valves.

(C4) Tender Authority:

Transnet National Ports Authority

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

Pula  EU  GBP

(C7) Specified local content %

10000%

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Steel/Aluminium										
	Search and rescue lights										
	Radars										
	Communication Transceivers -HF CNR – FCR1100 HF Transceiver 1.6MHz to 30MHz -HF CNR Portable – MCR1025 HF transceiver 1.6MHz to 30MHz -HF Whip Antenna 1.6MHz to 30MHz -HF Webbing Bag -V/UHF CNR – FCR5050 V/UHF Transceiver 30MHz to 400MHz -Power Supply Unit 220 V AC – 24 V DC -VHF CNR Portable – MCR2005 VHF Transceiver 30MHz to 88MHz -VHF Whip Antenna 30MHz to 88MHz -VHF CNR Portable – MCR2005 VHF Transceiver 30MHz to 88MHz Mounting Tray for boarding Boats -V/UHF CNR Portable – MCR3005 V/UHF Transceiver 118MHz to 400MHz -VHF Whip Antenna 118MHz to 400MHz -H/V/UHF Rechargeable Battery 14.4V, 12Ah -V/UHF Webbing Bag -H/V/UHF Rechargeable Battery Charger cable -Vehicle Crew Radio Transceiver VCR4001 410MHz to 510MHz -Vehicle Crew Radio Transceiver Antenna Base 410MHz to 510MHz										
	Firefighting equipment										
	Manoeuvring System -Rudder -Steering gear -Bow thrusters										
	Ventilation System -Fans -Fans Housing -Ducting -Fire dampers -Axsteel ventilators										
	Air conditioning equipment -Air handling units										
	Environmental protection -Oily water separators -Filtration										
	Refrigeration equipment -Compressors -Condensers										
	Preservation and coverings -Corrosion protection paints										
	Cabin Outfitting										
	Insulation										
	Galley equipment -Stove -Fridge -Galley extraction and ventilation systems -Dishwashers -Deep at fryer -Grillers -Lights										
	Mooring system -Anchor winches (Anchor chains, Anchors, etc.) -Cable winches (Mooring ropes, towing ropes, etc)										
	Davits and Cranes										
	Air Whistle C/F										
	Hydrofoils										
	Hydraulics										
	Water tight doors										
	Water tight windows										
	Fire doors										
	Valves										

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

## Annex D

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	<b>Tender No.</b>	TNPA/2022/10/1226/14051/RFP	
(D2)	<b>Tender description:</b>	POINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION, COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF FOURTEEN (14) MONTHS	
(D3)	<b>Designated Products:</b>	Steel/Aluminium, Search and rescue lights, Radars, Communication Transceivers, Firefighting equipment, Manoeuvring System, Ventilation System, Air conditioning equipment, Environmental protection, Refrigeration equipment, Preservation and coverings, Cabin Outfitting, Insulation, Galley equipment, Mooring system, Davits and Cranes, Davits and Cranes, Air Whistle CIF, Hydrofoils, Hydraulics, Water tight doors, Water tight windows, Fire doors, Valves.	
(D4)	<b>Tender Authority:</b>	Transnet National Ports Authority	
(D5)	<b>Tendering Entity name:</b>		
(D6)	<b>Tender Exchange Rate:</b>	Pula	EU <input type="text"/> GBP <input type="text"/>

**Note:** VAT to be excluded from all calculations

#### A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer

R 0

|

|

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

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above						R 0

Signature of tenderer from Annex B

Date:

This total must correspond with Annex C - C 23



### Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	TNPA/2022/10/1226/14051/RFP	<b>Note: VAT to be excluded from all calculations</b>
(E2)	<b>Tender description:</b>	PPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION, COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF FOURTEEN (14) MONTHS	
(E3)	<b>Designated products:</b>	Steel/Aluminium, Search and rescue lights, Radars, Communication Transceivers, Firefighting equipment, Manoeuvring System, Ventilation System, Air conditioning equipment, Environmental protection, Refrigeration equipment, Preservation and coverings, Cabin Outfitting, Insulation, Galley equipment, Mooring system, Davits and Cranes, Davits and Cranes, Air Whistle Clif, Hydrofoils, Hydraulics, Water tight doors, Water tight windows, Fire doors, Valves.	
(E4)	<b>Tender Authority:</b>	Transnet National Ports Authority	
(E5)	<b>Tendering Entity name:</b>		

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
	s			
(E9) TotalRaw Materials (Goods, Services and Works)				R

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)		R O
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R O
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)		R O
		<b>(E13) Total local content</b>		R O

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

Date:

## T2.2-05: Evaluation Schedule: Programme

### Note to tenderers:

The Tenderer provides a PDF copy of the proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with an electronic version of the programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

- **Ability to provide the services:**

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

- **Provision of Dates:**

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

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

- **Resourcing & Equipment:**

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

Points allocated (15)						
Criteria	Total 15	No response	Poor	Acceptable Response	Good Response	Excellent Response
		(0)	(40)	(70)	(90)	(100)
Starting date and completion date are stated, and the schedule does not exceed 14 months.	2	No Response or Starting date and completion date not shown = 0%	Starting date and completion reflected. Completion date is 15 months and more = 40%	Starting date and completion date reflected. Completion date is 14 months = 70%	Starting date and completion reflected. Completion date is 13 months = 90%	Starting date and completion reflected. Completion date is 12 months = 100%
Detailed Level 4 Programme with supportive Information on how durations were estimated. Major milestones are all shown and all project requirements, timing and deliverables will be met.	3	No response = 0%	Does not meet requirements of the stipulated criteria with no supportive information on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities = 40%	The requirements partially meet the stipulated criteria with sparse supportive information/details how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met = 70%	Meets expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 90%	Exceeds expectations, showing importance issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 100%
All activities as per level 4 detail to be logically tied using critical path method (CPM).	3	No response or schedule does not link activities using CPM or submission is not level 4 (i.e. level 1 or level 2) = 0%	The schedule is partially complete and detailed (level 4) with major activities properly linked using CPM with no open ends in between = 40%	The schedule is complete and detailed (level 4) with major activities properly linked using CPM and no open ends in between = 70%	The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between = 90%	The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between and basis of schedule to substantiate the linking of activities = 100%



All activity durations to be realistic and based on quantities and 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.	4	No response = 0%	Activities are broken down into days and weekends and public holidays are marked as non-working days = 40%	Major activities are broken down into days and weekends, public holidays and builders break are marked as non-working days = 70%	All activities are broken down into days and weekends, public holidays and builders break are marked as non-working days = 90%	All activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days with time risk allowances shown = 100%
Programme submission (Software) in either MS project or Primavera	3	No response = 0%	Programme submitted in MS Excel = 40%	Programme submitted in either MS project or Primavera = 70%	Programme submitted in either MS project or Primavera including resource loading = 90%	Programme submitted in either MS project or Primavera including resource loading and cashflow forecast = 100%

## **T2.2-06: Evaluation Schedule: Management & CV's of Key Persons**

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

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

1. Project structure to include key personnel team that is specific to the project.
2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - a. The education, training and skills. (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths)
  - b. Relevant experience to be indicated in the CVs and the key personnel should include at least, amongst others but not limited to:
    - Naval Architect
    - Chief Engineer (STCW)
    - Coded Welder
    - Spray Painter
    - Millwright
    - Boilermaker
    - Electrician
    - Health & Safety Officer

<b>No.</b>	<b>Key Persons</b>	<b>Name and Surname</b>	<b>CV attached (Yes/No)</b>
1	Naval Architect		
2	Chief Engineer (STCW)		
3	Coded Welder		
4	Spray Painter		
5	Millwright		
6	Boilermaker		
7	Electrician		

8	Health & Safety Officer		
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**Note: Mandatory CV's and profiles should show experience, background, and track record in similar types of projects**

### **Naval Architect**

The Naval Architect must at least have a minimum qualification of a Degree in Naval Architect and at least 5 years of experience in shipbuilding/ship repair industry.

### **Chief Engineer Officer (STCW)**

The Chief Engineer must at least have a minimum qualification of a certificate of competency; Chief Engineer Unlimited and at least 5 years of experience in shipbuilding/ship repair industry.

### **Coded Welder**

The Coded Welder must have a Trade Test Certificate and at least 5 years' experience as a Coded Welder after attainment of Trade certificate.

### **Spray Painter**

The Spray Painter must have at least spray-painting qualification and proven track record as a spray painter with at least 3 years working experience as a spray painter.

### **Millwright**

The Millwright must have a Trade Certificate with at least 3 years of experience as a Millwright.

### **Boilermaker**

The Boilermaker/Platter must have a Trade Certificate with at least 3 years of experience as a Boilermaker.

### **Electrician**

The Electrician must have a Trade Certificate/Wiremans License with at least 3 years of experience working on Low Voltage (LV)

### **Health & Safety Practitioner**

The Health & Safety Practitioner must be registered as a Health and Safety Practitioner or Agent or Manager with SACPCMP with at least 5 years of experience. Proof of SACPCMP or SAMTRAC or NEBOSH registration must be submitted with the tender proposal.

The scoring of the Management & CV's of Key Persons will be as follows:

Points allocated (20)									
	Project structure to include key personnel team that is specific to the project	Naval Architect	Chief Engineer (STCW)	Coded Welder	Spray Painter	Millwright	Boilermaker	Electrician	Health & Safety Officer
	3	2	4	3	1	2	2	1	2
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.								
<b>Score 40</b>	Project structure shows incomplete list of Key staff and management structure.	Key staff has limited recommended levels of relevant experience (from 1 but less than 5 years' experience) and qualifications. Degree in Naval Architect or a similar degree	Key staff has limited recommended levels of relevant experience (from 1 but less than 5 years' experience) and qualifications in Chief Engineer Unlimited or equivalent specialized training.	Key staff has limited recommended levels of relevant experience (from 1 but less than 5 years' experience) and qualifications (Trade Test Certificate)	Key staff has limited recommended levels of relevant experience (from 0 but less than 2 years' experience) or equivalent specialized training.	Key staff has limited recommended levels of relevant experience (from 1 but less than 3 years' experience) and qualifications (Trade Test Certificate)	Key staff has limited recommended levels of relevant experience (from 1 but less than 3 years' experience) and qualifications (Trade Test Certificate)	Key staff has limited recommended levels of relevant experience (from 1 but less than 3 years' experience) and qualifications (Trade Test Certificate)/Wi	Safety officer with more than 1 but less than 5 years' experience but not registered with SACPCMP or doesn't have SAMTRAC or NEBOSH

		in specialized training.						remans license	
<b>Score 70</b>	Project structure is complete with all Key resources specific to the project indicated with reasonable experience to the project as indicated in the CV's.	Key staff has acceptable levels of relevant experience (from 5 but less than 7 years' experience) and qualifications. Degree in Naval Architect or a similar degree.	Key staff has acceptable levels of relevant experience (from 5 but less than 7 years' experience) qualification in Chief Engineer Unlimited or equivalent specialized training.	Key staff has acceptable levels of relevant experience (from 5 but less than 7 years' experience) and qualifications (Trade Test Certificate)	Key staff has acceptable levels of relevant experience (3 years' experience) or equivalent specialized training.	Key staff has acceptable levels of relevant experience (from 3 but less than 6 years' experience) and qualifications (Trade Test Certificate)	Key staff has acceptable levels of relevant experience (from 3 but less than 6 years' experience) and qualifications (Trade Test Certificate)	Key staff has acceptable levels of relevant experience (from 3 but less than 6 years' experience) and qualifications (Trade Test Certificate) /Wiremans license	Safety officer have a or modern SHEQ risk management training, are registered with SACPCMP or SAMTRAC or NEBOSH and have 5 but less than 7 years of relevant experience
<b>Score 90</b>	Project structure is complete with all Key resources specific to the project indicated with reasonable	Key staff have acceptable levels of relevant experience (from 7 but less than 10 years' experience)	Key staff have acceptable levels of relevant experience (from 7 but less than 10 years' experience) qualification in	Key staff have acceptable levels of relevant experience (from 7 but less than 10 years' experience) and	Key staff have acceptable levels of relevant experience (from 4 but less than 6 years' experience) or equivalent	Key staff have acceptable levels of relevant experience (from 6 but less than 8 years' experience) and	Key staff have acceptable levels of relevant experience (from 6 but less than 8 years' experience)	Key staff have acceptable levels of relevant experience (from 6 but less than 8 years' experience)	Safety officer have a or modern SHEQ risk management training, are registered with





	experience to the project as indicated in the CV's. It further shows onsite and off-site management.	and qualifications Degree in Naval Architect and a Certificate of registration with RINA or equivalent.	Chief Engineer Unlimited or equivalent specialized training.	qualifications (Trade Test certificate)	specialized training.	qualifications (Trade Test Certificate)	and qualifications (Trade Test Certificate)	and qualifications (Trade Test Certificate) /Wiremans license	SACPCMP or SAMTRAC or NEBOSH and have 7 but less than 10 years of relevant experience
--	--	---	--	---	-----------------------	---	---	---	---



<b>Score 100</b>	Project structure is complete with all Key resources specific to the project indicated with reasonable experience to the project as indicated in the CV's. It further shows onsite and off-site management. Details of the location and functions of offices from which the works will be managed are clearly defined.	Key staff have highly acceptable levels of relevant experience (from 10 or more years' experience) and with Degree in Naval Architect. All relevant required and equivalent specialized training and a Certificate of registration with RINA or equivalent.	Key staff have highly acceptable levels of relevant experience (from 10 or more years' experience) and qualifications in Chief Engineer Unlimited. All relevant required and equivalent specialized training.	Key staff have highly acceptable levels of relevant experience (from 10 or more years' experience) and qualification (Trade Test certificate). All relevant required and equivalent specialized training.	Key staff have highly acceptable levels of relevant experience (from 6 or more years' experience). All relevant required and equivalent specialized training.	Key staff have highly acceptable levels of relevant experience (from 8 or more years' experience) and qualifications (Trade Test Certificate). All relevant required and equivalent specialized training.	Key staff have highly acceptable levels of relevant experience (from 8 or more years' experience) and qualifications (Trade Test Certificate). All relevant required and equivalent specialized training.	Key staff have highly acceptable levels of relevant experience (from 8 or more years' experience) and qualifications (Trade Test Certificate). All relevant required and equivalent specialized training. /Wiremans license. All relevant required and equivalent specialized training.	Safety officer have a or modern SHEQ risk management training, are registered with SACPCMP or SAMTRAC or NEBOSH and have 5 but less than 7 years of relevant experience. All relevant required and equivalent specialized training.
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## T2.2-07: Evaluation Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific Health and Safety Plan addressing the requirements of TNPA health and safety specifications.
2. Table or outline the Roles & Responsibilities, such as 16.1 CEO, Health & Safety Manager, Health and Safety officer, Construction Supervisor, Risk Assessor, SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
3. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
4. Overview of Risk Assessment process and examples, highlighting major activities of the project.
5. **One year** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
6. Completed Health and Safety cost breakdown sheet.
7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

### Attached submissions to this schedule:

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

Points allocated (15)						
	<p><b>The Tenderers must provide their own project specific Health Safety and Environmental Plan</b></p> <p><b>Signed Policy covering the following five elements</b></p>	<p><b>Roles &amp; Responsibilities, such as</b>  <b>S16.1 CEO,</b>  <b>8.1 Construction manager,</b>  <b>manager, 8.8 Construction assistant supervisor,</b>  <b>9.1 Risk Assessor, etc. as per the Occupational health and safety Act 85 of 1993</b></p>	<p><b>List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.</b></p>	<p><b>Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely. Cleaning of the hull, installation of main components , electrical installation, blasting and painting,</b>  <b>Installation of the fire system</b></p>	<p><b>One year synopsis of SHE incidents, description , type and action taken to prevent re-occurrence .</b>  <b>Completed Health and Safety cost breakdown sheet.</b></p>	<p><b>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.</b></p>



		<b>4</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>Score 0</b>	No information provided.						
<b>Score 40</b>	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TNPA health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor (generic and doesn't cover main aspects of the scope) response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
<b>Score 70</b>	Satisfactory (Covers Environmental and Health & Safety combined in one policy) response/answer/solution to the particular aspect of the requirement, evidence given that	Satisfactory (Legal appoint of the 16.1 fully signed) response on roles and responsibilities	Satisfactory response on the list of job categories and trainings as per proposed project	Satisfactory (Cleaning of the hull, installation of main components, blasting and	Satisfactory (One year full report) response/answer/solution to the particular	Satisfactory (Fully responded to 7 of the 9 critical safety questionnaires as attached) to response/answer/solution to the particular aspect of the requirement, evidence given	



	the stated <i>Employer's</i> requirements will be met.	as per Employer's requirements.	organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.	painting) response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	that the stated <i>Employer's</i> requirements will be met.
<b>Score 90</b>	Good (Covers Environmental and Health & Safety combined in one policy) response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirement  Makes provision for new legislation)	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TNPA health and safety specification.  Legal appointments of the 16.1 and 9.1 fully signed	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TNPA health and safety specification.	Good (Cleaning of the hull, installation of main components, electrical installation, blasting and painting) response/answer/solution which demonstrates real understanding and evidence	Good (2 years full report) response/answer/solution in which demonstrate s real understanding and evidence of ability to meet stated <i>Employer's</i> requirement s.	Good (Fully responded to 8 of the 9 critical safety questionnaires as attached) response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.



				of ability to meet stated <i>Employer's</i> requirements.		
<b>Score 100</b>	Very good (Covers Environmental and Health & Safety combined in one policy )response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements. Makes provision for green environment requirement and take into account new legislations)	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TNPA Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.  Legal appointment of all the key members in line with the OHS Act 85, 93 fully signed	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good (Cleaning of the hull, installation of main components, electrical installation, blasting and painting, Installation of the fire <b>system</b> ) response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good (reports covering 3 or more years) response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good (fully responded to all the 9 critical safety elements questionnaires as attached) response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.

## Tender Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing			
14.	H&S Reward & Recognition			
15.	COVID19 Management e.g face masks, sanitiser, temperature measurement, signage, posters etc			
		<b>Total Health and Safety Cost (R)</b>		
		<b>Total Tender Value (R)</b>		



**H&S Cost as % of Tender value**

**%**

## Contractor 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								
1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician								
2	Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties								
3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day								
4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours								
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B		Workers' Compensation Experience								
		Use the previous three years injury and illness records to complete the following (if applicable):								
		Industry Code:		Industry Classification:						
		Year								
		Industry Rate								
		Contractor Rate								
		% Discount or Surcharge								
		Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)					Yes		No	
2. Citations										
2A		Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No	

2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?				Yes		No	
	If yes, provide details:							
<b>3. Citations</b>								
	Does your company have a Certificate of Recognition?				Yes		No	
	If yes, what is the	Certificate No:		Issue Date:				
<b>4. Safety Program</b>								
4A	Do you have a written safety program manual?				Yes		No	
	If Yes, provide a copy for review							
4B	Do you have a pocket safety booklet for field distribution?				Yes		No	
	If Yes, provide a copy for review							
4C	Does your safety program contain the following elements:							
		Yes	No		Yes	No		
	Corporate Safety Policy			Equipment Maintenance				
	Incident Notification Policy			Emergency Response				
	Recordkeeping & Statistics			Hazard Assessment				
	Reference to Legislation			Safe Work Practices				
	General Rules & Regulations			Safe Work Procedures				
	Progressive Discipline Policy			Workplace Inspections				
	Responsibilities			Investigation Process				
	PPE Standards			Training Policy & Program				
	Environmental Standards			Communication Processes				
	Modified Work Program							
<b>5. Training Program</b>								
5A	Do you have an orientation program for new hire employees?				Yes		No	
	If Yes, include a course outline. Does it include any of the following:							
		Yes	No		Yes	No		
	General Rules & Regulations			Confined Space Entry				
	Emergency Reporting			Trenching & Excavation				
	Injury Reporting			Signs & Barricades				
	Legislation			Dangerous Holes & Openings				
	Right to Refuse Work			Rigging & Cranes				
	Personal Protective Equipment			Mobile Vehicles				
	Emergency Procedures			Preventative Maintenance				
	Project Safety Committee			Hand & Power Tools				

	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:			Yes		No
		Yes	No	Yes		No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
<b>6. Safety Activities</b>						
6A	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?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?			Yes		No
	Is the process documented?			Yes		No
	Who leads the discussion?					
6E	Do you have a hazard assessment process?			Yes		No
	Are hazard assessments documented?			Yes		No
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					

6F	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		
6G	How does your company measure its H&S success? Attach separate sheet to explain					
<b>7. Safety Stewardship</b>						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
<b>8. Personnel</b>						
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	Telephone Number

## T2.2-08: Evaluation Schedule: Previous experience

### Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works over the last 10 years, 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 shipbuilding or ship repairing and supply and installation of boats main components as detailed in the Works Information.

References to substantiate experience indicated showing:

- Project description
- Customer name and contact details
- Contract duration
- Evidence of project completion i.e. Completion Certificate, Past or existing customers Reference letter
- All references to be submitted to be signed, dated and on the client's letterhead

The tenderer to submit the following:

- Previous experience based on similar work (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration)

Shipbuilding or Ship Repair Experiences			
Project Description	Client name and contact details	Contract duration	Date of project completion

<b>Supply and Installation of Boats Main components</b>			
<b>Project Description</b>	<b>Client name and contact details</b>	<b>Contract duration</b>	<b>Date of project completion</b>

**Attach the index of documentation to this schedule to substantiate your submission:**

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



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

<b>Points allocated (30)</b>	<b>The Tenderer demonstrates experience in Shipbuilding and or Ship repair industry and the supply and installation of boats main components with a proven track record.</b>	<b>Evidence of project completion</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.	
<b>Score 40</b>	Tenderer has submitted a List of 3-4 completed projects in the past 10 years and 3 -4 reference letters (Completion cert or recommendation letter) as per above requirements	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.
<b>Score 70</b>	Tenderer has submitted List of 5-7 completed projects in the past 10 years and 5 – 7, reference letters (Completion cert or recommendation letter) as per above requirements	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.
<b>Score 90</b>	Tenderer has submitted List of 8 – 9 completed projects in the past 10 years 8 - 9, reference letters (Completion cert or recommendation letter) as per above requirements	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.
<b>Score 100</b>	Tenderer has submitted List of more than 9 completed projects in the past 10 years and 9 or more, reference letters (Completion cert or recommendation letter) as per above requirements	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.



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## **T2.2-09: Evaluation Schedule – Method Statement**

The Tenderer has submitted a method statement which responds to the scope of work and outlines construction methodology including that relating but not limited to programme, safety related matters and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to the Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Method statement should cover:

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach and construction sequencing in terms of the Works Information
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilised

The Tenderer must attach his / her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

**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:**

- 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

**Additional elements to be submitted:**

- k) Provision for installation of a smart fuel consumption metering system
- l) Smart fuel consumption metering system and solar energy for lighting, geyser etc

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

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Points allocated (20)	
	<b>The method statement must respond to the scope of work and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations. Method of construction and commissioning process. Tender to narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, construction logistics, commissioning procedures and handover.</b>
<b>Score 0</b>	The bidders didn't submit any information, or the information submitted is inadequate for scoring.
<b>Score 40</b>	The methodology approach is specifically tailored to address the specific project objectives ( <b>covers only 4 of critical activities for the scope of works as listed above</b> ).
<b>Score 70</b>	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities. The methodology approach is specifically tailored to address the specific project objectives ( <b>covers any 8 of the critical activities for the scope of works as listed above</b> ). The methodology is sufficiently flexible to accommodate changes that may occur during execution.
<b>Score 90</b>	The methodology approach is specifically tailored to address the specific project objectives and more ( <b>covers all aspects of the scope of works A-J and makes provision for installation of a smart fuel consumption metering system</b> ). The methodology is sufficiently flexible to accommodate changes that may occur during execution.
<b>Score 100</b>	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 <b>A-J, makes provision for installation of a smart fuel consumption metering system and solar energy for lighting, geyser etc.</b> ). The methodology approach details the commissioning procedures in line with the SAMSA requirements

## T2.2-10: Authority to submit a Tender

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

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

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

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

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

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

**C. Certificate for Joint Venture**

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

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

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

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## T2.2-11: Record of Addenda to Tender Documents

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

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



## **T2.2-12 A valid letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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**The tenderer must submit together with his tender a valid letter of Good Standing.**

## This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## Part T2: Returnable Schedules

### T2.2-12: Risk Elements

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.

[illegible]

Tenderers to indicate their Site establishment area requirements:

[illegible]

[illegible]

## **T2.2-17: 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**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

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

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

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

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

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

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

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

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

Signed		Date	
Name	_____	Position	_____
Enterprise name	_____		

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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 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 EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 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

Ps = 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 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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by

	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

- 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?

---

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.

( ***Tick applicable box*** )

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

7.1.1 If yes, indicate:

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

( ***Tick applicable box*** )

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

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		

## 8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional Supplier/Service provider
  - ☐ Other Suppliers/Service providers, e.g. transporter, etc.
- [ *TICK APPLICABLE BOX*]

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

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

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

- side) rule has been applied; and  
(f) forward the matter for criminal prosecution.

WITNESSES

1. ....  
2. ....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

DESCRIPTION OF THE WORKS: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION, COMMISSIONING, TESTING AND HAND OVER OF FOUR (4) FULLY OPERATIONAL TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF FOURTEEN (14) MONTHS

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

- However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

---

<sup>3</sup> 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.



## **T2.2-18 NON-DISCLOSURE AGREEMENT**

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise,

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.



Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## T2.2-19: 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:

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---

---

Indicate nature of relationship with Transnet:

---

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*[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 T2.2-21 "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](http://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](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-20: 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:

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DATE OF BREACH:

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDER

## **T2.2-21 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

## **T2.2-22 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including

practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

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

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human



Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

## **4 INDEPENDENT TENDERING**

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

- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not

exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

## 11 GENERAL

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

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

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

Signature .....

Date .....



## **T2.2-23 : 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

## **T2.2-24 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

YES	
-----	--

NO	
----	--

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 \_\_\_\_\_ 2022

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

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

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

.....(**insert company name**)  
(Operator)

Authorised signatory for and on behalf of .....  
(**insert company name**)

who warrants that he/she is duly authorised to sign this Agreement.

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-25: Insurance provided by the *Contractor*

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

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

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



## T2.2-26: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## **T2.2-27: 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:

.....

.....

.....

.....

.....

.....

.....

## T2.2-28: 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:

	<b>Total number of Skilled jobs</b>	<b>Total number of Semi-skilled jobs</b>	<b>Total number of Unskilled jobs</b>
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.

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

Year 2	Q1
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	

## 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:

**APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT, RESTORATION,  
COMMISSIONING, TESTING AND HAND OVER OF FOUR (04) FULLY OPERATIONAL  
TUGBOATS TO TRANSNET NATIONAL PORTS AUTHORITY WITHIN A PERIOD OF  
FOURTEEN (14) MONTHS**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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).

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



## Schedule of Deviations

### Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

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

	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority N2 Neptune Road Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Motsamai Mohoalali</b>
	Address	<b>N2 Neptune Road TNPA Admin Building (eMendi Building) Port of Ngqura</b>
	Tel	
	e-mail	<a href="mailto:Motsamai.mohoalali@transnet.net">Motsamai.mohoalali@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Stephen Bailey</b>
	Address	<b>N2 Neptune Road TNPA Admin Building (eMendi Building) Port of Ngqura</b>
	Tel No.	
	e-mail	<a href="mailto:Stephen.bailey@transnet.net">Stephen.bailey@transnet.net</a>
11.2(13)	The <i>works</i> are	<b>Refurbishment, Restoration, Commissioning, Testing and hand over of four (4) fully operational tugboats</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Working within the Operational Area Unknown underwater hull conditions</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>

12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>31 May 2024</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b> <b>Date</b>  <b>Access will be given to all four Tugs, which will be based in the Port of East London</b> <b>1 March 2023</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>01 March 2023</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	<b>31 May 2024</b>
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty five) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>

51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>  <b>the number of days with rainfall more than 10 mm</b>  <b>the number of days with minimum air temperature less than 0 degrees Celsius</b>  <b>the number of days with snow lying at 08:00 hours South African Time</b>  <b>and these measurements:</b>
	The place where weather is to be recorded (on the Site ) is:	<b>The <i>Contractor's</i> Site establishment area</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	
	and which are available from:	<b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	

1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; 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</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>

The deductibles are	<b>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.</b>
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
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	<b>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.</b>
The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li><b>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</b></li> <li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> <li><b>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</b></li> </ol>

**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

**5 The insurance coverage referred to in 1, 2, 3, and 4 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 *conditions of contract*.**



10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Gqeberha, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	

<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1(a)	The <i>base date</i> for indices is 28 October 2022		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:		
	<b>Pro- portion</b>	<b>linked index for</b>	<b>to Index prepared by</b>
	<b>0.30</b>	<b>Labour (People)</b>	<b>The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a>)</b>

<b>0.15</b>	<b>Plant (Equipment)</b>	<b>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>)</b>
<b>0.36</b>	<b>Material (Electrical)</b>	<b>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>

		<b>0.03</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
		<b>0.01</b>	<b>Fuel</b>	<b>The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b> (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1</a> )
		<b>0.15</b>	<b>Non-adjustable</b>	
		<b>*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices</b>		
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>		
<b>X7</b>	<b>Delay damages</b>			

X7.1 Delay damages for Completion of the whole of the *works* are **R 25, 000.00 per day**

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**X13 Performance bond**

X13.1 The amount of the performance bond is **5% of the total of the Prices of the contract**

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**X16 Retention**

X16.1 The retention free amount is **Nil**

The retention percentage is **10% on all payments certified.**

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**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***

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

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**Z.1**      **Obligations in respect of Subcontracting**

**Z1.1**      It will be a material term of this contract that the *Contractor* must subcontract a minimum of 30% of the value of the contract.

**Z1.2**      The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-03 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.

**Z1.3**      The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.

**Z1.4**      Insert addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-03 obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the *Contractor* and sub-contractor.

**Z1.5**

The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage.

The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z2 Local Production and Content Obligations**

**Z2.1**

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-04 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors:

1. 100% steel/aluminium manufacturing process
2. 100% Search and rescue lights
3. 100% Davits and Cranes
4. 100% Mooring system
5. 100% Air-conditioning system
6. Main Engines, Fuel Purifiers, Generators are fully exempted.

**Z2.2**

The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

**Z2.3**

The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

**Z2.4**

The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-04 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

**Z2.5**

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

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**Z3**      **Obligations in respect of Job Creation**

**Z3.1**      **It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-14**

**Z3.2**      **The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-14 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.**

**Z3.3**      **The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-14. The *Contractor* 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.**

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**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 *Employer* by a financial institution reasonably acceptable to the *Employer*.**

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**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.**

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**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.

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**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.

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**Z10 The first assessment interval**

In the event the *Contractor* is not loaded on the *Employer's* data base, the *Employer's Agent* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employer's* data base following submitting all valid updated documents.

## 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:	

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

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



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

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

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

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet National Ports Authority  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

### Performance Bond for Contract No. TNPA/2022/10/1226/14051/RFP

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

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and

**{Insert registered name and address of the Contractor}** (the *Contractor*), for

**{Insert details of the works from the Contract Data}** (the *works*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	140

## 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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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



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

## 2.2. General assumptions

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

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

- 2.2.5. 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*

### 1. TUG INYALAZI

#### 1.1 Deck machinery and equipment

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	FWD windlass	Replace			
2	Anchor and chain (P)	Repair			
3	Anchor and chain (S)	Repair			
4	Life raft launcher (P)	Replace			
5	Life raft launcher (S)	Replace			
6	Deck Crane	Replace			
7	AFT towing winch	Replace			
8	AFT towing staple	Repair			
9	Hawsers and wire ropes	Replace			
10	Motor Rescue Boat	Replace			
11	Aft Capstan	Repair			
	<b>SUB-TOTAL (1.1)</b>				

#### 1.2 Main and auxiliary engine room machinery

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main engine (P)	Service			
2	Main engine (S)	Service			
3	Genset (P)	Service			
4	Genset (S)	Service			
5	Engine room fans	Replace			
6	Extraction fans	Replace			
7	Engine room ventilation	Repair			
8	HVAC system	Replace			
9	Hydraulic HPU (P)	Service			
10	Hydraulic HPU (S)	Service			
11	Air receivers (AFT)	Service			
12	Air receivers (FWD)	Service			
13	Air compressor (main)	Service			
14	Air comp. (standby)	Service			
15	Bilge/fire/general service pumps (main)	Service			
16	Bilge/fire/general service pumps (P)	Service			
17	Bilge/fire/general service pumps (S)	Service			
18	Emergency Fire Pump	Service			
19	Bilge oily water separator	Service			
20	Water pressure set 1	Replace			
21	Water pressure set 2	Replace			

23	Domestic hot drinking water circulation pump	Replace			
24	Calorifiers	Replace			
25	Sewage treatment unit	Overhaul			
26	Fuel oil transfer pumps	Service			
27	Fuel oil separator unit	Service			
28	Lubricating oil pumps	Service			
29	Lubricating oil transfer pump (AFT)	Service			
30	Lubricating oil transfer pump (FWD)	Service			
31	Sludge/dirty oil pump	Service			
32	Cooling systems (Coolers)	Service			
33	FW cooling transfer pump (P)	Service			
34	FW cooling transfer pump (STNDBY)	Service			
35	FW cooling transfer pump (S)	Service			
36	Exhaust silencers	Service			
37	Bilge and ballast piping	Replace			
38	Fire main FIFI Pump	Replace			
39	Air Pipes	Replace			
40	Overflow pipes	Replace			
41	Filling pipes	Replace			
42	Sounding pipes	Repair			
43	Firefighting pipes	Replace			
44	Domestic pipelines	Repair			
45	Compressed air systems pipes	Repair			
46	AC cooling pump	Replace			
47	Foam pump	Service			
	<b>SUB-TOTAL (1.2)</b>				

### 1.3 Propulsion system

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Gearbox (P) (Voith Schneider)	Service			
2	Gearbox (S) (Voith Schneider)	Service			
3	Coupling for propeller drive (P)	Service			
4	Coupling for propeller drive (S)	Service			
7	Internal shaft brackets	Repair			
8	Steering gear (P)	Service			
9	Steering gear (S)	Service			
10	Stern tube and seals (P)	Service			
11	Stern tube and seals (S)	Service			
	<b>SUB-TOTAL (1.3)</b>				

#### 1.4 Bridge and navigation equipment

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	JRC RADAR JMA-3334	Replace			
2	JRC Echo Sounder JFE-380-25	Replace			
3	AIS - V3100 Class B	Replace			
4	McMurdo SART S5 AIS	Replace			
5	McMurdo EPIRB G8 AIS GPS	Replace			
6	ENTEL HT-649 GMDSS Handheld Radios	Replace			
7	JRC JSS -2150 MF/HF	Replace			
8	JRC VHF-JHS-800	Replace			
9	Anemometer	Replace			
10	JRC GPS Satellite Compass JLR-21	Replace			
11	Magnetic Compass	Replace			
12	NAVTEX	Replace			
13	Talkback /Intercom System	Replace			
14	Fischer Maritime Radio Room Clock	Replace			
15	INCLINOMETER	Replace			
16	Chart Plotter	Replace			
17	LOUDHAILOR	Replace			
18	Antenna, cables, batteries, and charger	Replace			
	<b>SUB-TOTAL (1.4)</b>				

#### 1.5 Electrical monitoring and alarm system

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main switchboard	Service			
2	Genset main circuit breakers	Replace			
3	Shore supply breaker	Service			
4	Voltmeters and ammeters	Replace			
5	Motor control panels	Service			
6	Motor control panels	Replace			
7	Motor small control panel	Replace			
8	220V distribution panel	Service			
9	Batteries 12V 260Ah	Replace			
10	All deck lights and electrical cables	Replace			
11	General lights and electrical cables	Replace			
12	Emergency lights and electrical cables	Replace			
	<b>SUB-TOTAL (1.5)</b>				

### 1.6 Accommodation

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Captain's Cabin	Repair			
2	1st Engineers cabin	Repair			
3	2nd Engineers Cabin	Repair			
4	Mates Cabin	Repair			
5	Officers Mess	Repair			
6	Galley	Repair			
7	Galley store	Repair			
8	Officers' bathroom	Repair			
9	Deck store	Repair			
10	Crew washroom	Repair			
11	Petty Officer Washroom	Repair			
12	Crew toilet (Port)	Repair			
13	Crew toilet (Centre)	Repair			
14	Petty Officer toilet	Repair			
	<b>SUB-TOTAL (1.6)</b>				

### 1.7 Hull and superstructure, steelwork, and paintwork

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Hull steelwork below the water line	Repair			
2	Hull steelwork above the water line	Repair			
3	Hull sacrificial anodes	Replace			
4	Fore deck steelwork	Repair			
5	Aft deck steelwork	Repair			
6	Port & Starboard side deck steelwork	Repair			
7	Poop deck (aft bridge deck) steelwork	Repair			
8	Bridge deck forward steelwork	Repair			
9	Fore deck steelwork	Repair			
10	Voith guard and struts	Repair			
11	Upper fire monitor landing steelwork	Repair			
12	Superstructure steelwork (Aft, forward and side bulkheads)	Repair			
13	Engine room steelwork	Repair			
14	Forward void space steelwork	Repair			
15	Forepeak tank steelwork	Repair			
16	Ladders and supports	Repair			
17	FWD Towing Bollard	Repair			
18	Bollards	Repair			
19	Fairleads	Repair			
	<b>SUB-TOTAL (1.7)</b>				

### 1.8 Piping systems

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Piping Systems	Replace			
	<b>SUB-TOTAL</b>				

### 1.9 Load line items

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Guardrails and Bulwarks	Repair			
2	Deck vent heads and air pipes	Repair			
3	Closing devices on deck air pipes	Repair			
4	Sounding pipes	Replace			
5	Weathertight doors/ hatches	Repair			
6	Side scuttles, windows, and portholes	Repair			
7	Superstructure vents and closing mechanisms	Repair			
8	Deck Pipes	Replace			
	<b>SUB-TOTAL</b>				

### 1.10 Firefighting, lifesaving, and safety equipment

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Portable fire extinguishers	Replace			
2	CO2 Extinguishing system for Machinery, including bottles, release gear, valves, pipes, and nozzles	Replace			
3	Fixed Fire Alarm detection system, including Signals, loudspeakers, and				
4	bells	Replace			
5	Fire Hoses, nozzles and spanners, and hose boxes including supports	Replace			
6	Fire pump, emergency fire pump and fire main piping	Replace			
7	Life rafts	Replace			
8	Lifebuoys (including smoke and lights type), quick releases and mountings	Replace			
9	Lifejackets, Immersion suits and TPA's	Replace			
10	ELSA/EEBD sets	Replace			
11	Rocket line throwing equipment	Replace			
12	Pyrotechnics	Replace			
13	IMO signs, Notices, Test dates and Operating instructions	Replace			
14	Safety Manuals and SMS Manuals	Replace			
15	First aid kits	Replace			
	<b>SUB-TOTAL</b>				

### 1.11 Required class documentation and additional elements

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Class certificate	Renew			
2	Design Drawing	Renew			
3	Stability booklet	Renew			
4	Tests and sea trials	Conduct			
6	Overheads and shipyard fixed costs				
	<b>SUB-TOTAL</b>				

### Total cost for the repairs and/or replacement of equipment

NO.	DESCRIPTION	TOTAL COST
1	SUB-TOTAL (1.1): DECK MACHINERY AND EQUIPMENT	
2	SUB-TOTAL (1.2): MAIN AND AUXILIARY ENGINE ROOM MACHINERY	
3	SUB-TOTAL (1.3): PROPULSION SYSTEM	
4	SUB-TOTAL (1.4): BRIDGE AND NAVIGATION EQUIPMENT	
5	SUB-TOTAL (1.5): ELECTRICAL MONITORING AND ALARM SYSTEM	
6	SUB-TOTAL (1.6): ACCOMMODATION	
7	SUB-TOTAL (1.7): HULL AND SUPERSTRUCTURE, STEELWORK	
8	SUB-TOTAL (1.8): SHOT BLASTING AND PAINTWORK	
9	SUB-TOTAL (1.9): PIPING SYSTEMS	
10	SUB-TOTAL (1.10): LOAD LINE ITEMS	
11	SUB-TOTAL (1.11): FIREFIGHTING, LIFE SAVING, AND SAFETY EQUIPMENT	
12	SUB-TOTAL (1.12): REQUIRED CLASS DOCUMENTATION AND ADDITIONAL ELEMENTS	
	<b>TOTAL</b>	



## 2. TUG MARCUS

### 2.1 Deck machinery and equipment

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	FWD windlass	Replace			
2	Anchor and chain (P)	Repair			
3	Anchor and chain (S)	Repair			
4	Life raft launcher (P)	Replace			
5	Life raft launcher (S)	Replace			
6	Deck Crane	Replace			
7	AFT towing winch	Replace			
8	AFT towing staple	Repair			
9	Hawsers and wire ropes	Replace			
10	Motor Rescue Boat	Replace			
11	Aft Capstan	Repair			
	<b>SUB-TOTAL</b>				

**Table 2.2: Main and auxiliary engine room machinery**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main engine (P)	Service			
2	Main engine (S)	Service			
3	Genset (P)	Service			
4	Genset (S)	Service			
5	Engine room fans	Replace			
6	Extraction fans	Replace			
7	Engine room ventilation	Repair			
8	HVAC system	Replace			
9	Hydraulic HPU (P)	Service			
10	Hydraulic HPU (S)	Service			
11	Air receivers (AFT)	Service			
12	Air receivers (FWD)	Service			
13	Air compressor (main)	Service			
14	Air comp. (standby)	Service			
15	Bilge/fire/general service pumps (main)	Service			
16	Bilge/fire/general service pumps (P)	Service			
17	Bilge/fire/general service pumps (S)	Service			
18	Emergency Fire Pump	Service			
19	Bilge oily water separator	Service			
20	Water pressure set 1	Replace			
21	Water pressure set 2	Replace			
23	Domestic hot drinking water circulation pump	Replace			

24	Calorifiers	Replace			
25	Sewage treatment unit	Overhaul			
26	Fuel oil transfer pumps	Service			
27	Fuel oil separator unit	Service			
28	Lubricating oil pumps	Service			
29	Lubricating oil transfer pump (AFT)	Service			
30	Lubricating oil transfer pump (FWD)	Service			
31	Sludge/dirty oil pump	Service			
32	Cooling systems (Coolers)	Service			
33	FW cooling transfer pump (P)	Service			
34	FW cooling transfer pump (STNDBY)	Service			
35	FW cooling transfer pump (S)	Service			
36	Exhaust silencers	Service			
37	Bilge and ballast piping	Replace			
38	Fire main FIFI Pump	Replace			
39	Air Pipes	Replace			
40	Overflow pipes	Replace			
41	Filling pipes	Replace			
42	Sounding pipes	Repair			
43	Firefighting pipes	Replace			
44	Domestic pipelines	Repair			
45	Compressed air systems pipes	Repair			
46	AC cooling pump	Replace			
47	Foam pump	Service			
	<b>SUB-TOTAL</b>				

**Table 2.3: Propulsion system**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Gearbox (P) (Voith Schneider)	Service			
2	Gearbox (S) (Voith Schneider)	Service			
3	Coupling for propeller drive (P)	Service			
4	Coupling for propeller drive (S)	Service			
7	Internal shaft brackets	Repair			
8	Steering gear (P)	Service			
9	Steering gear (S)	Service			
10	Stern tube and seals (P)	Service			
11	Stern tube and seals (S)	Service			
	<b>SUB-TOTAL</b>				

**Table 2.4: Bridge and navigation equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	JRC RADAR JMA-3334	Replace			
2	JRC Echo Sounder JFE-380-25	Replace			
3	AIS - V3100 Class B	Replace			
4	McMurdo SART S5 AIS	Replace			
5	McMurdo EPIRB G8 AIS GPS	Replace			
6	ENTEL HT-649 GMDSS Handheld Radios	Replace			
7	JRC JSS -2150 MF/HF	Replace			
8	JRC VHF-JHS-800	Replace			
9	Anemometer	Replace			
10	JRC GPS Satellite Compass JLR-21	Replace			
11	Magnetic Compass	Replace			
12	NAVTEX	Replace			
13	Talkback /Intercom System	Replace			
14	Fischer Maritime Radio Room Clock	Replace			
15	INCLINOMETER	Replace			
16	Chart Plotter	Replace			
17	LOUDHAILOR	Replace			
18	Antenna, cables, batteries, and charger	Replace			
	<b>SUB-TOTAL</b>				

**Table 2.5: Electrical monitoring and alarm system**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main switchboard	Service			
2	Genset main circuit breakers	Replace			
3	Shore supply breaker	Service			
4	Voltmeters and ammeters	Replace			
5	Motor control panels	Service			
6	Motor control panels	Replace			
7	Motor small control panel	Replace			
8	220V distribution panel	Service			
9	Batteries 12V 260Ah	Replace			
10	All deck lights and electrical cables	Replace			
11	General lights and electrical cables	Replace			
12	Emergency lights and electrical cables	Replace			
	<b>SUB-TOTAL</b>				

**Table 2.6: Accommodation**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Captain's Cabin	Repair			
2	1st Engineers cabin	Repair			
3	2nd Engineers Cabin	Repair			
4	Mates Cabin	Repair			
5	Officers Mess	Repair			
6	Galley	Repair			
7	Galley store	Repair			
8	Officers' bathroom	Repair			
9	Deck store	Repair			
10	Crew washroom	Repair			
11	Petty Officer Washroom	Repair			
12	Crew toilet (Port)	Repair			
13	Crew toilet (Centre)	Repair			
14	Petty Officer toilet	Repair			
	<b>SUB-TOTAL</b>				

**Table 2.7: Hull and superstructure, steelwork, and paintwork**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Hull steelwork below the water line	Repair			
2	Hull steelwork above the water line	Repair			
3	Hull sacrificial anodes	Replace			
4	Fore deck steelwork	Repair			
5	Aft deck steelwork	Repair			
6	Port & Starboard side deck steelwork	Repair			
7	Poop deck (aft bridge deck) steelwork	Repair			
8	Bridge deck forward steelwork	Repair			
9	Fore deck steelwork	Repair			
10	Voith guard and struts	Repair			
11	Upper fire monitor landing steelwork	Repair			
12	Superstructure steelwork (Aft, forward and side bulkheads)	Repair			
13	Engine room steelwork	Repair			
14	Forward void space steelwork	Repair			
15	Forepeak tank steelwork	Repair			
16	Ladders and supports	Repair			
17	FWD Towing Bollard	Repair			
18	Bollards	Repair			
19	Fairleads	Repair			
	<b>SUB-TOTAL</b>				

**Table 2.8: Piping systems**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Piping Systems	Replace			
	<b>SUB-TOTAL</b>				

**Table 2.9: Load line items**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Guardrails and Bulwarks	Repair			
2	Deck vent heads and air pipes	Repair			
3	Closing devices on deck air pipes	Repair			
4	Sounding pipes	Replace			
5	Weathertight doors/ hatches	Repair			
6	Side scuttles, windows, and portholes	Repair			
7	Superstructure vents and closing mechanisms	Repair			
8	Deck Pipes	Replace			
	<b>SUB-TOTAL</b>				

**Table 2.10: Firefighting, lifesaving, and safety equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Portable fire extinguishers	Replace			
2	CO2 Extinguishing system for Machinery, including bottles, release gear, valves, pipes, and nozzles	Replace			
3	Fixed Fire Alarm detection system, including Signals, loudspeakers, and				
4	bells	Replace			
5	Fire Hoses, nozzles and spanners, and hose boxes including supports	Replace			
6	Fire pump, emergency fire pump and fire main piping	Replace			
7	Life rafts	Replace			
8	Lifebuoys (including smoke and lights type), quick releases and mountings	Replace			
9	Lifejackets, Immersion suits and TPA's	Replace			
10	ELSA/EEBD sets	Replace			
11	Rocket line throwing equipment	Replace			
12	Pyrotechnics	Replace			
13	IMO signs, Notices, Test dates and Operating instructions	Replace			
14	Safety Manuals and SMS Manuals	Replace			
15	First aid kits	Replace			
	<b>SUB-TOTAL</b>				

**Table 2.11: Required class documentation and additional elements**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
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1	Class certificate	Renew			
2	Design Drawing	Renew			
3	Stability booklet	Renew			
4	Tests and sea trials	Conduct			
6	Overheads and shipyard fixed costs				
	<b>SUB-TOTAL</b>				

**Table 2.12: Total cost for the repairs and/or replacement of equipment**

NO.	DESCRIPTION	TOTAL COST
1	SUB-TOTAL (2.1): DECK MACHINERY AND EQUIPMENT	
2	SUB-TOTAL (2.2): MAIN AND AUXILIARY ENGINE ROOM MACHINERY	
3	SUB-TOTAL (2.3): PROPULSION SYSTEM	
4	SUB-TOTAL (2.4): BRIDGE AND NAVIGATION EQUIPMENT	
5	SUB-TOTAL (2.5): ELECTRICAL MONITORING AND ALARM SYSTEM	
6	SUB-TOTAL (2.6): ACCOMMODATION	
7	SUB-TOTAL (2.7): HULL AND SUPERSTRUCTURE, STEELWORK	
8	SUB-TOTAL (2.8): SHOT BLASTING AND PAINTWORK	
9	SUB-TOTAL (2.9): PIPING SYSTEMS	
10	SUB-TOTAL (2.10): LOAD LINE ITEMS	
11	SUB-TOTAL (2.11): FIREFIGHTING, LIFE SAVING, AND SAFETY EQUIPMENT	
12	SUB-TOTAL (2.13): REQUIRED CLASS DOCUMENTATION AND ADDITIONAL ELEMENTS	
	<b>TOTAL</b>	

### 3. TUG MEEUW

**Table 3.1: Deck machinery and equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	FWD windlass	Replace			
2	Anchor and chain (P)	Repair			
3	Anchor and chain (S)	Repair			
4	Life raft launcher (P)	Replace			
5	Life raft launcher (S)	Replace			
6	Deck Crane	Replace			
7	AFT towing winch	Replace			
8	AFT towing staple	Repair			
9	Hawsers and wire ropes	Replace			
10	Motor Rescue Boat	Replace			
11	Aft Capstan	Repair			
	<b>SUB-TOTAL</b>				

**Table 3.2: Main and auxiliary engine room machinery**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main engine (P)	Service			
2	Main engine (S)	Service			
3	Genset (P)	Service			
4	Genset (S)	Service			
5	Engine room fans	Replace			
6	Extraction fans	Replace			
7	Engine room ventilation	Repair			
8	HVAC system	Replace			
9	Hydraulic HPU (P)	Service			
10	Hydraulic HPU (S)	Service			
11	Air receivers (AFT)	Service			
12	Air receivers (FWD)	Service			
13	Air compressor (main)	Service			
14	Air comp. (standby)	Service			
15	Bilge/fire/general service pumps (main)	Service			
16	Bilge/fire/general service pumps (P)	Service			
17	Bilge/fire/general service pumps (S)	Service			
18	Emergency Fire Pump	Service			
19	Bilge oily water separator	Service			
20	Water pressure set 1	Replace			
21	Water pressure set 2	Replace			
23	Domestic hot drinking water circulation pump	Replace			

24	Calorifiers	Replace			
25	Sewage treatment unit	Overhaul			
26	Fuel oil transfer pumps	Service			
27	Fuel oil separator unit	Service			
28	Lubricating oil pumps	Service			
29	Lubricating oil transfer pump (AFT)	Service			
30	Lubricating oil transfer pump (FWD)	Service			
31	Sludge/dirty oil pump	Service			
32	Cooling systems (Coolers)	Service			
33	FW cooling transfer pump (P)	Service			
34	FW cooling transfer pump (STNDBY)	Service			
35	FW cooling transfer pump (S)	Service			
36	Exhaust silencers	Service			
37	Bilge and ballast piping	Replace			
38	Fire main FIFI Pump	Replace			
39	Air Pipes	Replace			
40	Overflow pipes	Replace			
41	Filling pipes	Replace			
42	Sounding pipes	Repair			
43	Firefighting pipes	Replace			
44	Domestic pipelines	Repair			
45	Compressed air systems pipes	Repair			
46	AC cooling pump	Replace			
47	Foam pump	Service			
	<b>SUB-TOTAL</b>				

**Table 3.3: Propulsion system**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Gearbox (P) (Voith Schneider)	Service			
2	Gearbox (S) (Voith Schneider)	Service			
3	Coupling for propeller drive (P)	Service			
4	Coupling for propeller drive (S)	Service			
7	Internal shaft brackets	Repair			
8	Steering gear (P)	Service			
9	Steering gear (S)	Service			
10	Stern tube and seals (P)	Service			
11	Stern tube and seals (S)	Service			
	<b>SUB-TOTAL</b>				

**Table 3.4: Bridge and navigation equipment**



NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	JRC RADAR JMA-3334	Replace			
2	JRC Echo Sounder JFE-380-25	Replace			
3	AIS - V3100 Class B	Replace			
4	McMurdo SART S5 AIS	Replace			
5	McMurdo EPIRB G8 AIS GPS	Replace			
6	ENTEL HT-649 GMDSS Handheld Radios	Replace			
7	JRC JSS -2150 MF/HF	Replace			
8	JRC VHF-JHS-800	Replace			
9	Anemometer	Replace			
10	JRC GPS Satellite Compass JLR-21	Replace			
11	Magnetic Compass	Replace			
12	NAVTEX	Replace			
13	Talkback /Intercom System	Replace			
14	Fischer Maritime Radio Room Clock	Replace			
15	INCLINOMETER	Replace			
16	Chart Plotter	Replace			
17	LOUDHAILOR	Replace			
18	Antenna, cables, batteries, and charger	Replace			
	<b>SUB-TOTAL</b>				

**Table 3.5: Electrical monitoring and alarm system**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main switchboard	Service			
2	Genset main circuit breakers	Replace			
3	Shore supply breaker	Service			
4	Voltmeters and ammeters	Replace			
5	Motor control panels	Service			
6	Motor control panels	Replace			
7	Motor small control panel	Replace			
8	220V distribution panel	Service			
9	Batteries 12V 260Ah	Replace			
10	All deck lights and electrical cables	Replace			
11	General lights and electrical cables	Replace			
12	Emergency lights and electrical cables	Replace			
	<b>SUB-TOTAL</b>				

**Table 3.6: Accommodation**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
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1	Captain's Cabin	Repair			
2	1st Engineers cabin	Repair			
3	2nd Engineers Cabin	Repair			
4	Mates Cabin	Repair			
5	Officers Mess	Repair			
6	Galley	Repair			
7	Galley store	Repair			
8	Officers' bathroom	Repair			
9	Deck store	Repair			
10	Crew washroom	Repair			
11	Petty Officer Washroom	Repair			
12	Crew toilet (Port)	Repair			
13	Crew toilet (Centre)	Repair			
14	Petty Officer toilet	Repair			
	<b>SUB-TOTAL</b>				

**Table 3.7: Hull and superstructure, steelwork, and paintwork**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Hull steelwork below the water line	Repair			
2	Hull steelwork above the water line	Repair			
3	Hull sacrificial anodes	Replace			
4	Fore deck steelwork	Repair			
5	Aft deck steelwork	Repair			
6	Port & Starboard side deck steelwork	Repair			
7	Poop deck (aft bridge deck) steelwork	Repair			
8	Bridge deck forward steelwork	Repair			
9	Fore deck steelwork	Repair			
10	Voith guard and struts	Repair			
11	Upper fire monitor landing steelwork	Repair			
12	Superstructure steelwork (Aft, forward and side bulkheads)	Repair			
13	Engine room steelwork	Repair			
14	Forward void space steelwork	Repair			
15	Forepeak tank steelwork	Repair			
16	Ladders and supports	Repair			
17	FWD Towing Bollard	Repair			
18	Bollards	Repair			
19	Fairleads	Repair			
	<b>SUB-TOTAL</b>				

**Table 3.8: Piping systems**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
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1	Piping Systems	Replace			
	<b>SUB-TOTAL</b>				

**Table 3.9: Load line items**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Guardrails and Bulwarks	Repair			
2	Deck vent heads and air pipes	Repair			
3	Closing devices on deck air pipes	Repair			
4	Sounding pipes	Replace			
5	Weathertight doors/ hatches	Repair			
6	Side scuttles, windows, and portholes	Repair			
7	Superstructure vents and closing mechanisms	Repair			
8	Deck Pipes	Replace			
	<b>SUB-TOTAL</b>				

**Table 3.10: Firefighting, lifesaving, and safety equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Portable fire extinguishers	Replace			
2	CO2 Extinguishing system for Machinery, including bottles, release gear, valves, pipes, and nozzles	Replace			
3	Fixed Fire Alarm detection system, including Signals, loudspeakers, and				
4	bells	Replace			
5	Fire Hoses, nozzles and spanners, and hose boxes including supports	Replace			
6	Fire pump, emergency fire pump and fire main piping	Replace			
7	Life rafts	Replace			
8	Lifebuoys (including smoke and lights type), quick releases and mountings	Replace			
9	Lifejackets, Immersion suits and TPA's	Replace			
10	ELSA/EEBD sets	Replace			
11	Rocket line throwing equipment	Replace			
12	Pyrotechnics	Replace			
13	IMO signs, Notices, Test dates and Operating instructions	Replace			
14	Safety Manuals and SMS Manuals	Replace			
15	First aid kits	Replace			
	<b>SUB-TOTAL</b>				

**Table 3.11: Required class documentation and additional elements**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
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1	Class certificate	Renew			
2	Design Drawing	Renew			
3	Stability booklet	Renew			
4	Tests and sea trials	Conduct			
6	Overheads and shipyard fixed costs				
	<b>SUB-TOTAL</b>				

**Table 3.12: Total cost for the repairs and/or replacement of equipment**

NO.	DESCRIPTION	TOTAL COST
1	SUB-TOTAL (3.1): DECK MACHINERY AND EQUIPMENT	
2	SUB-TOTAL (3.2): MAIN AND AUXILIARY ENGINE ROOM MACHINERY	
3	SUB-TOTAL (3.3): PROPULSION SYSTEM	
4	SUB-TOTAL (3.4): BRIDGE AND NAVIGATION EQUIPMENT	
5	SUB-TOTAL (3.5): ELECTRICAL MONITORING AND ALARM SYSTEM	
6	SUB-TOTAL (3.6): ACCOMMODATION	
7	SUB-TOTAL (3.7): HULL AND SUPERSTRUCTURE, STEELWORK	
8	SUB-TOTAL (3.8): SHOT BLASTING AND PAINTWORK	
9	SUB-TOTAL (3.9): PIPING SYSTEMS	
10	SUB-TOTAL (3.10): LOAD LINE ITEMS	
11	SUB-TOTAL (3.11): FIREFIGHTING, LIFE SAVING, AND SAFETY EQUIPMENT	
12	SUB-TOTAL (3.12): REQUIRED CLASS DOCUMENTATION AND ADDITIONAL ELEMENTS	
	<b>TOTAL</b>	

## 4 PINOTAGE MARCUS

**Table 4.1: Deck machinery and equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	FWD windlass	Replace			
2	Anchor and chain (P)	Repair			
3	Anchor and chain (S)	Repair			
4	Life raft launcher (P)	Replace			
5	Life raft launcher (S)	Replace			
6	Deck Crane	Replace			
7	AFT towing winch	Replace			
8	AFT towing staple	Repair			
9	Hawsers and wire ropes	Replace			
10	Motor Rescue Boat	Replace			
11	Aft Capstan	Repair			
	<b>SUB-TOTAL</b>				

**Table 4.2: Main and auxiliary engine room machinery**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main engine (P)	Service			
2	Main engine (S)	Service			
3	Genset (P)	Service			
4	Genset (S)	Service			
5	Engine room fans	Replace			
6	Extraction fans	Replace			
7	Engine room ventilation	Repair			
8	HVAC system	Replace			
9	Hydraulic HPU (P)	Service			
10	Hydraulic HPU (S)	Service			
11	Air receivers (AFT)	Service			
12	Air receivers (FWD)	Service			
13	Air compressor (main)	Service			
14	Air comp. (standby)	Service			
15	Bilge/fire/general service pumps (main)	Service			
16	Bilge/fire/general service pumps (P)	Service			
17	Bilge/fire/general service pumps (S)	Service			
18	Emergency Fire Pump	Service			
19	Bilge oily water separator	Service			
20	Water pressure set 1	Replace			
21	Water pressure set 2	Replace			
23	Domestic hot drinking water circulation pump	Replace			
24	Calorifiers	Replace			
25	Sewage treatment unit	Overhaul			

26	Fuel oil transfer pumps	Service			
27	Fuel oil separator unit	Service			
28	Lubricating oil pumps	Service			
29	Lubricating oil transfer pump (AFT)	Service			
30	Lubricating oil transfer pump (FWD)	Service			
31	Sludge/dirty oil pump	Service			
32	Cooling systems (Coolers)	Service			
33	FW cooling transfer pump (P)	Service			
34	FW cooling transfer pump (STNDBY)	Service			
35	FW cooling transfer pump (S)	Service			
36	Exhaust silencers	Service			
37	Bilge and ballast piping	Replace			
38	Fire main FIFI Pump	Replace			
39	Air Pipes	Replace			
40	Overflow pipes	Replace			
41	Filling pipes	Replace			
42	Sounding pipes	Repair			
43	Firefighting pipes	Replace			
44	Domestic pipelines	Repair			
45	Compressed air systems pipes	Repair			
46	AC cooling pump	Replace			
47	Foam pump	Service			
	<b>SUB-TOTAL</b>				

**Table 4.3: Propulsion system**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Gearbox (P) (Voith Schneider)	Service			
2	Gearbox (S) (Voith Schneider)	Service			
3	Coupling for propeller drive (P)	Service			
4	Coupling for propeller drive (S)	Service			
7	Internal shaft brackets	Repair			
8	Steering gear (P)	Service			
9	Steering gear (S)	Service			
10	Stern tube and seals (P)	Service			
11	Stern tube and seals (S)	Service			
	<b>SUB-TOTAL</b>				

**Table 4.4: Bridge and navigation equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	JRC RADAR JMA-3334	Replace			
2	JRC Echo Sounder JFE-380-25	Replace			
3	AIS - V3100 Class B	Replace			
4	McMurdo SART S5 AIS	Replace			
5	McMurdo EPIRB G8 AIS GPS	Replace			
6	ENTEL HT-649 GMDSS Handheld Radios	Replace			
7	JRC JSS -2150 MF/HF	Replace			
8	JRC VHF-JHS-800	Replace			
9	Anemometer	Replace			
10	JRC GPS Satellite Compass JLR-21	Replace			
11	Magnetic Compass	Replace			
12	NAVTEX	Replace			
13	Talkback /Intercom System	Replace			
14	Fischer Maritime Radio Room Clock	Replace			
15	INCLINOMETER	Replace			
16	Chart Plotter	Replace			
17	LOUDHAILOR	Replace			
18	Antenna, cables, batteries, and charger	Replace			
	<b>SUB-TOTAL</b>				

**Table 4.5: Electrical monitoring and alarm system**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Main switchboard	Service			
2	Genset main circuit breakers	Replace			
3	Shore supply breaker	Service			
4	Voltmeters and ammeters	Replace			
5	Motor control panels	Service			
6	Motor control panels	Replace			
7	Motor small control panel	Replace			
8	220V distribution panel	Service			
9	Batteries 12V 260Ah	Replace			
10	All deck lights and electrical cables	Replace			
11	General lights and electrical cables	Replace			
12	Emergency lights and electrical cables	Replace			
	<b>SUB-TOTAL</b>				

**Table 4.6: Accommodation**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Captain's Cabin	Repair			
2	1st Engineers cabin	Repair			
3	2nd Engineers Cabin	Repair			
4	Mates Cabin	Repair			
5	Officers Mess	Repair			
6	Galley	Repair			
7	Galley store	Repair			
8	Officers' bathroom	Repair			
9	Deck store	Repair			
10	Crew washroom	Repair			
11	Petty Officer Washroom	Repair			
12	Crew toilet (Port)	Repair			
13	Crew toilet (Centre)	Repair			
14	Petty Officer toilet	Repair			
	<b>SUB-TOTAL</b>				

**Table 4.7: Hull and superstructure, steelwork, and paintwork**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Hull steelwork below the water line	Repair			
2	Hull steelwork above the water line	Repair			
3	Hull sacrificial anodes	Replace			
4	Fore deck steelwork	Repair			
5	Aft deck steelwork	Repair			
6	Port & Starboard side deck steelwork	Repair			
7	Poop deck (aft bridge deck) steelwork	Repair			
8	Bridge deck forward steelwork	Repair			
9	Fore deck steelwork	Repair			
10	Voith guard and struts	Repair			
11	Upper fire monitor landing steelwork	Repair			
12	Superstructure steelwork (Aft, forward and side bulkheads)	Repair			
13	Engine room steelwork	Repair			
14	Forward void space steelwork	Repair			
15	Forepeak tank steelwork	Repair			
16	Ladders and supports	Repair			
17	FWD Towing Bollard	Repair			
18	Bollards	Repair			
19	Fairleads	Repair			
	<b>SUB-TOTAL</b>				

**Table 4.8: Piping systems**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
-----	-------------	-------	------	------	------



1	Piping Systems	Replace			
	<b>SUB-TOTAL</b>				

**Table 4.9: Load line items**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Guardrails and Bulwarks	Repair			
2	Deck vent heads and air pipes	Repair			
3	Closing devices on deck air pipes	Repair			
4	Sounding pipes	Replace			
5	Weathertight doors/ hatches	Repair			
6	Side scuttles, windows, and portholes	Repair			
7	Superstructure vents and closing mechanisms	Repair			
8	Deck Pipes	Replace			
	<b>SUB-TOTAL</b>				

**4.10: Firefighting, lifesaving, and safety equipment**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
1	Portable fire extinguishers	Replace			
2	CO2 Extinguishing system for Machinery, including bottles, release gear, valves, pipes, and nozzles	Replace			
3	Fixed Fire Alarm detection system, including Signals, loudspeakers, and				
4	bells	Replace			
5	Fire Hoses, nozzles and spanners, and hose boxes including supports	Replace			
6	Fire pump, emergency fire pump and fire main piping	Replace			
7	Life rafts	Replace			
8	Lifebuoys (including smoke and lights type), quick releases and mountings	Replace			
9	Lifejackets, Immersion suits and TPA's	Replace			
10	ELSA/EEBD sets	Replace			
11	Rocket line throwing equipment	Replace			
12	Pyrotechnics	Replace			
13	IMO signs, Notices, Test dates and Operating instructions	Replace			
14	Safety Manuals and SMS Manuals	Replace			
15	First aid kits	Replace			
	<b>SUB-TOTAL</b>				

**4.11: Required class documentation and additional elements**

NO.	DESCRIPTION	WORKS	UNIT	RATE	COST
-----	-------------	-------	------	------	------

1	Class certificate	Renew			
2	Design Drawing	Renew			
3	Stability booklet	Renew			
4	Tests and sea trials	Conduct			
6	Overheads and shipyard fixed costs				
	<b>SUB-TOTAL</b>				

**Total cost for the repairs and/or replacement of equipment**

NO.	DESCRIPTION	TOTAL COST
1	SUB-TOTAL (4.1): DECK MACHINERY AND EQUIPMENT	
2	SUB-TOTAL (4.2): MAIN AND AUXILIARY ENGINE ROOM MACHINERY	
3	SUB-TOTAL (4.3): PROPULSION SYSTEM	
4	SUB-TOTAL (4.4): BRIDGE AND NAVIGATION EQUIPMENT	
5	SUB-TOTAL (4.5): ELECTRICAL MONITORING AND ALARM SYSTEM	
6	SUB-TOTAL (4.6): ACCOMMODATION	
7	SUB-TOTAL (4.7): HULL AND SUPERSTRUCTURE, STEELWORK	
8	SUB-TOTAL (4.8): SHOT BLASTING AND PAINTWORK	
9	SUB-TOTAL (4.9): PIPING SYSTEMS	
10	SUB-TOTAL (4.10): LOAD LINE ITEMS	
11	SUB-TOTAL (4.11): FIREFIGHTING, LIFE SAVING, AND SAFETY EQUIPMENT	
12	SUB-TOTAL (4.12): REQUIRED CLASS DOCUMENTATION AND ADDITIONAL ELEMENTS	
	<b>TOTAL</b>	

**SUMMARY TOTAL BILL**

<b>(TUG INYALAZI) TOTAL (EXCL. VAT)</b>	
<b>(TUG MARCUS) TOTAL (EXCL. VAT)</b>	
<b>(TUG MEEUW) TOTAL (EXCL. VAT)</b>	
<b>(TUG PINOTAGE) TOTAL (EXCL. VAT)</b>	
<b>VAT @ 15% (IF APPLICABLE)</b>	
<b>TOTAL OF ALL 4 TUGS (INCL. VAT)</b>	

**PART C3: SCOPE OF WORK**

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	33
C3.2	<i>Contractor's Works</i>	1
Total number of pages		38

## C3.1 EMPLOYER'S WORKS INFORMATION

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

The required *Services* is to appoint a *Contractor* to undertake the refurbishment, restoration, commissioning, testing and hand over four (4) fully operational Tug Boats that have been out of service for a minimum period of four years. All the *Works* required shall be undertaken in accordance to International Marine Organisation (IMO), South African Maritime Safety Authority (SAMSA) regulations and other relevant legislation. The four Tug Boats are currently located in the Port of East London. The *Contractor* is required to ensure proper completion of the work in accordance with the *Contract*. 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 or the equivalent standard of such other recognized Classification Society;
- *Contractor* will be required to remove and replace old equipment with newer and or with better technologies which are compliant to latest Class Society Standards/ SAMSA regulations. In instances where newer, better technologies are identified, Service provider will be required to provide recommended maintenance packages for TNPA to consider;
- The *Contractor* will be required to ensure that Tug boats hull integrity and fittings complies with the relevant legislation/s;
- The *Contractor* before commencement of the Work will have to provide the details of how the Work will be executed to the *Project Manager* from Chief Harbour Master's Office and also to establish Tug boat requirements and update method statement accordingly to address their functional requirements;
- Develop and issue a detail method statement approved by the Marine Engineer or Naval Architect for acceptance by the *Project Manager*;
- Propose a repair and commissioning programme for the Tug Boats, 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 Tug Boat as per the provided activity schedule;
- Upon commission of the Tug Boats, the *Contractor* will be required to conduct harbour and sea- trials in accordance to the Class Society standards and handover the Tug Boats to TNPA for acceptance.

The Contractor must have team not be limited to the following:

- Chief Engineer Unlimited;
- Naval Architect (RINA/IMarEST);
- Marine Radio Technician;
- Coded Welder;
- Millwright;
- Spray Painter;
- Skilled and semi-skilled labour

Furthermore the Chief Engineer/Naval Architect s to be dedicated to the project as the lead and as such it will be mandatory for him/her to attend all meetings with TNPA.

## 1.2 ***Employer's objectives***

The *Employer's* objectives are:

- To refurbish and restore the life of four (4) Tug Boats within the Port system;
- Components 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
BBBEE	Broad Based Black Economic Empowerment
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

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DTI	Department of Trade and Industry
DWG	Drawings
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
SOLAS	Safety of life at Sea
TNPA	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:

- The Registration Certificate for all 4 Tug Boats will be issued;
- *Work Information*
- General Arrangement of the Tug Boats
- 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 Tug boats 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 or not 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 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.

## 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 3 (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)

## 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, re-construction, 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 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

- 2.7.1.a.1 Any formwork required to Provide the *Works*
- 2.7.1.a.2 Equipment designed for the lifting of personnel to access any areas necessary to provide the *Works* which are not at ground level.
- 2.7.1.a.3 Equipment designed for the lowering of personnel to access any areas necessary to provide the *Works* which are below ground level.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to Provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

- 2.7.2.a.1 Specialist Equipment required to Provide the *Works*
- 2.7.2.a.2 Rigging platforms and specialised rigging Equipment that may be required by the *Contractor* to Provide the *Works*.
- 2.7.2.a.3 Launching platforms and incremental launching equipment that may be required by the *Contractor* to Provide the *Works*
- 2.7.2.a.4 Temporary access platforms, ladders, walkways, scaffolds, and any other temporary structures required to provide the *Works*.

2.7.3 The design of Equipment is considered in terms of this contract as *Contractor's* design and all applicable requirements of this document shall apply.

## 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 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, 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 considered to be in its final form until the 'As-Built' version of each such drawing has been incorporated. The required number of copies of the manual(s) shall be as specified by the 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
- 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. Visit the installation once a month based on a proper preventive programme approved 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 Port where these Tug Boats are located i.e. **Port of East London**.
- 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 Port on daily basis.
- 3.1.5 The Contractor will be required to attend TNPA 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 Transnet 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:

- TNPA Chief Harbour Master Department
- TNPA Risk Department
- TNPA Security Department
- TNPA 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:

- TNPA Chief Harbour Master Department



- TNPA Risk Department
- TNPA Security Department
- TNPA 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 TNPA 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 TNPA 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

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 TNPA 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. 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 Tug Boat, 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 TNPA 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 TNPA 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 TNPA 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 Tug Boat 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. Part C4.

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



## 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 East London	Project Manager, Planner, Quantity Surveyor, Supervisor, Senior Manager Fleet and Contractor (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	Port of East London	Project Manager, Planner, Quantity Surveyor, Supervisor, Senior Manager Fleet and Contractor (appropriate key persons)
SHE meeting	Once a Month	Port of East London	CSHEO, Contractor and the Supervisor

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: Project Manager 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 TNPA. All correspondence between the *Contractor* and TNPA 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 1 and 2 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.
- 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"> <li>Oversee the execution of deliverables</li> <li>CM will manage the risks originating from the project respective activities.</li> <li>Guiding the <i>Contractor</i> to ensure all works conform to TNPA safety processes and systems</li> <li>Convening of Progress, Risk, Early Warning and other site issues</li> </ul>
<i>Employer's Engineer</i>	<ul style="list-style-type: none"> <li>Oversee the quality management plan</li> <li>Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings</li> </ul>
Risk Control Officer	<ul style="list-style-type: none"> <li>Ensures that the <i>Contractor</i> complies with all health and safety regulations</li> <li>Attend risks meeting during the progress of the project</li> </ul>
<i>Supervisor</i>	<ul style="list-style-type: none"> <li>Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings</li> </ul>
Environmental Officer	<ul style="list-style-type: none"> <li>Ensures that the <i>Contractor</i> complies with all environmental regulations and legislations</li> <li>Attend risks meeting during the progress of the project</li> </ul>

## 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
  - 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 4) – 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 TNPA 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 Tug Boat, 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 Tug Boats.
  - 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 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 (TNPA) 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 TNPA Fire 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 Tug Boats in complete working order ready for immediate use and subsequent maintenance as per the NEC-3 Contract.

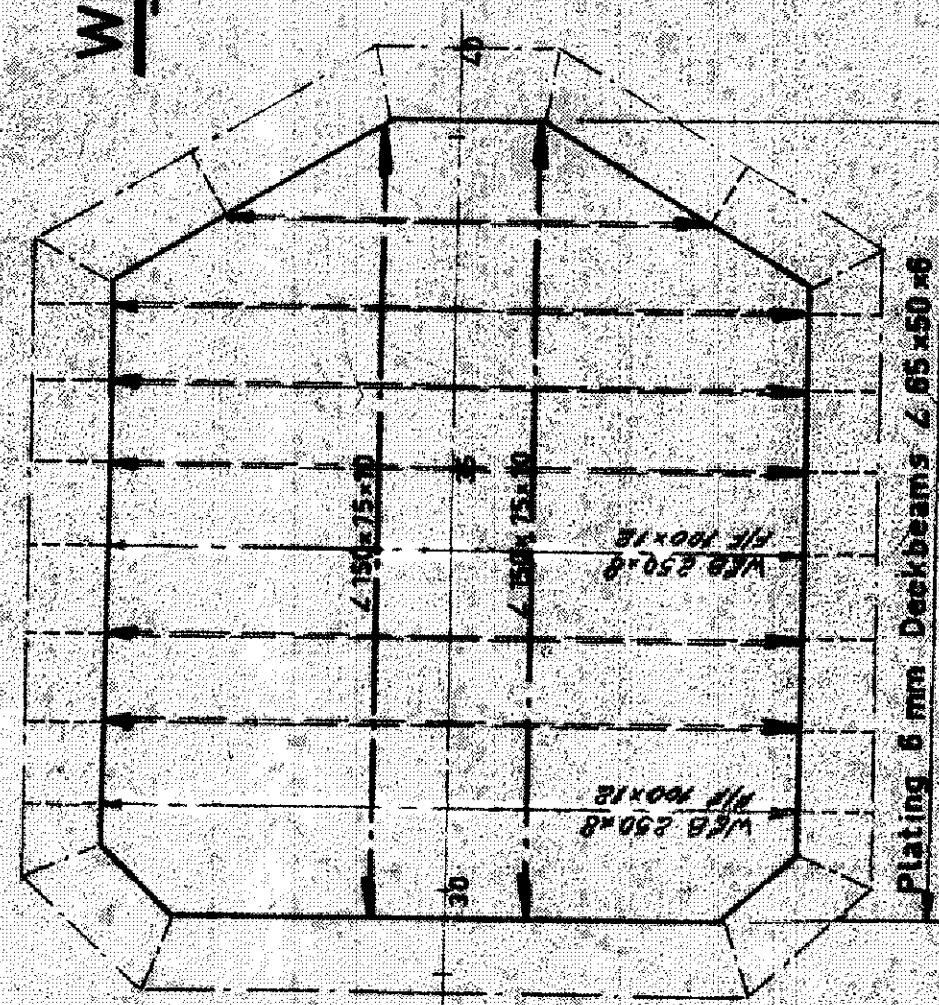




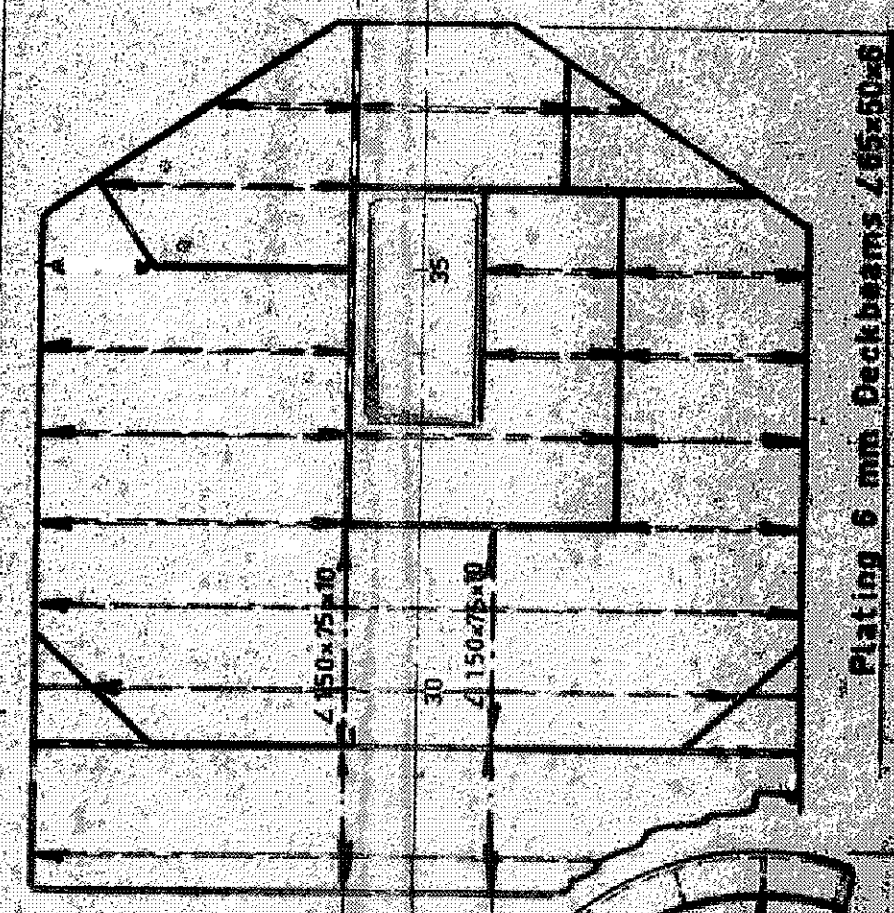


# TUG INYALAZI

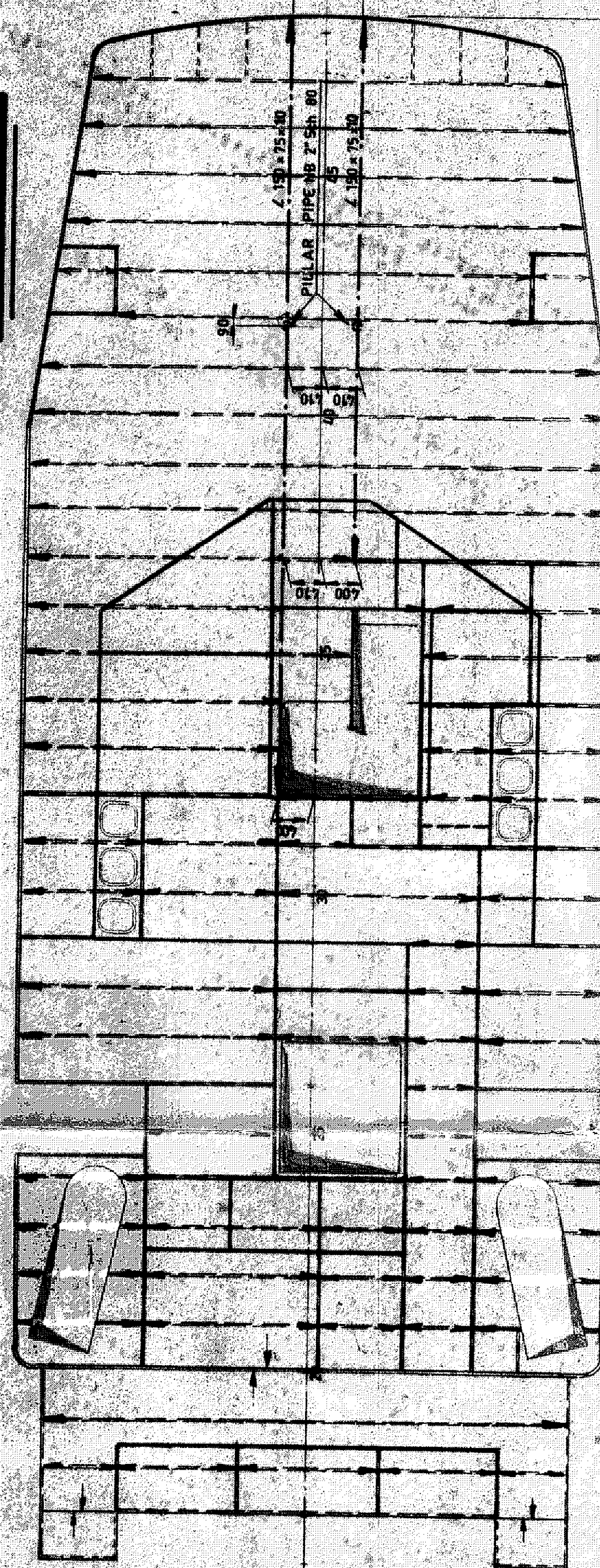
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BREADTH	B	= 9.50 m
DEPTH	D	= 4.10 m
DRAUGHT	T	= 3.48 m
FRAMESPACING	S	= 0.550 m



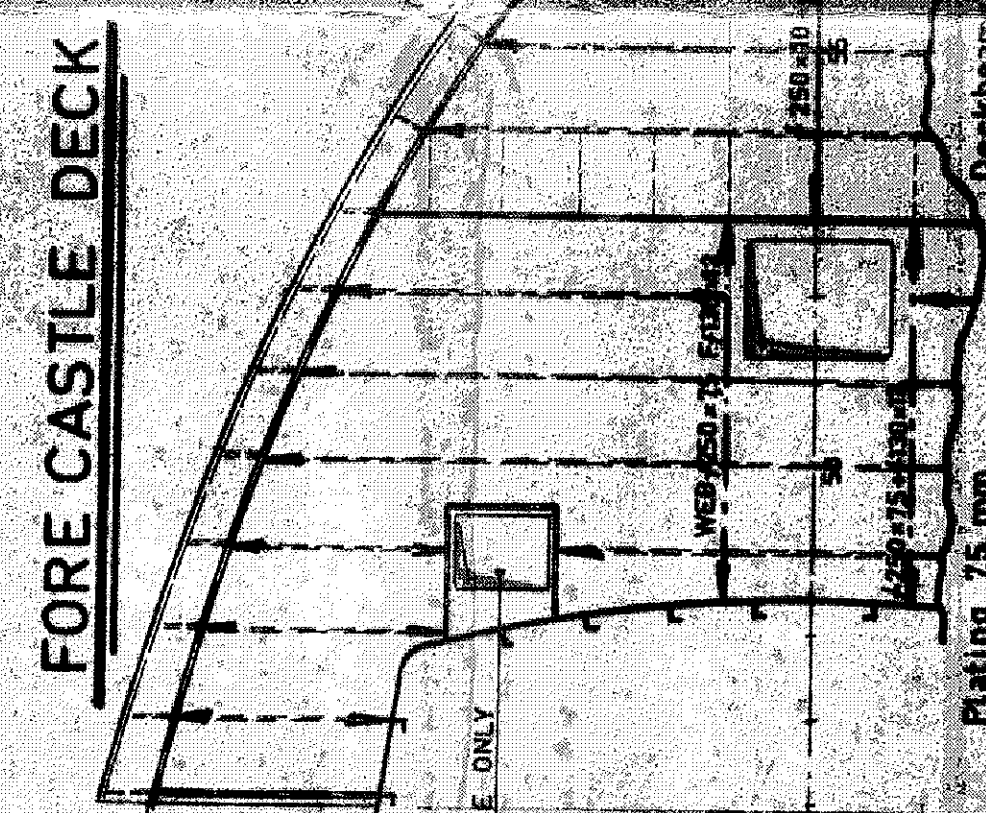
**WHEELHOUSE -TOP**



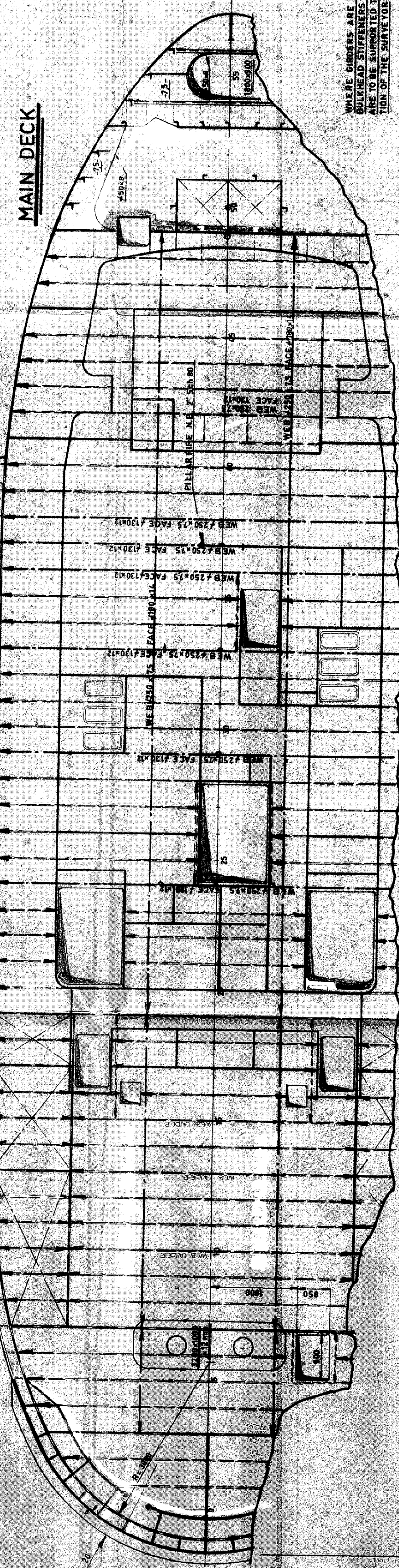
**BRIDGE DECK**



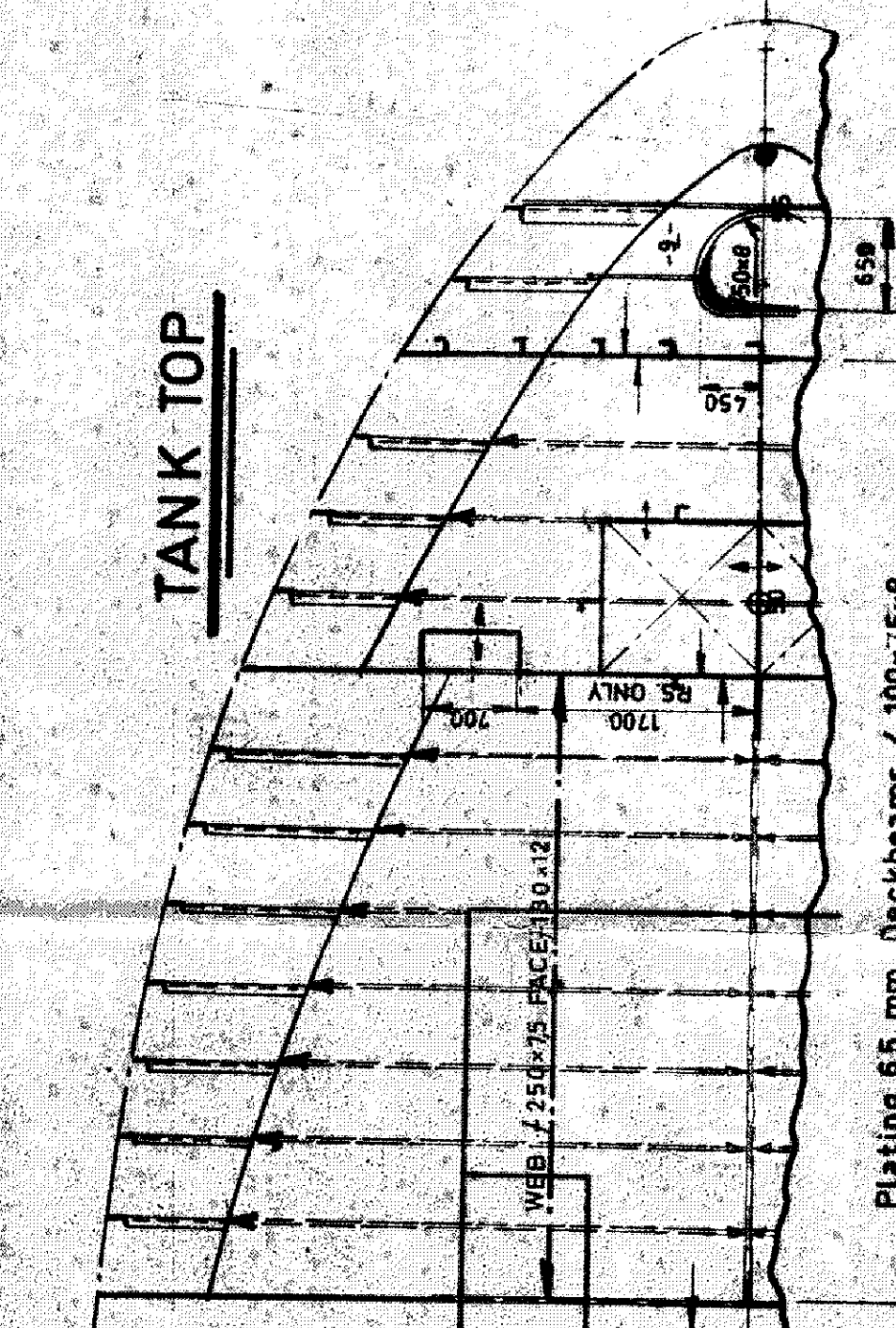
## BOAT DECK



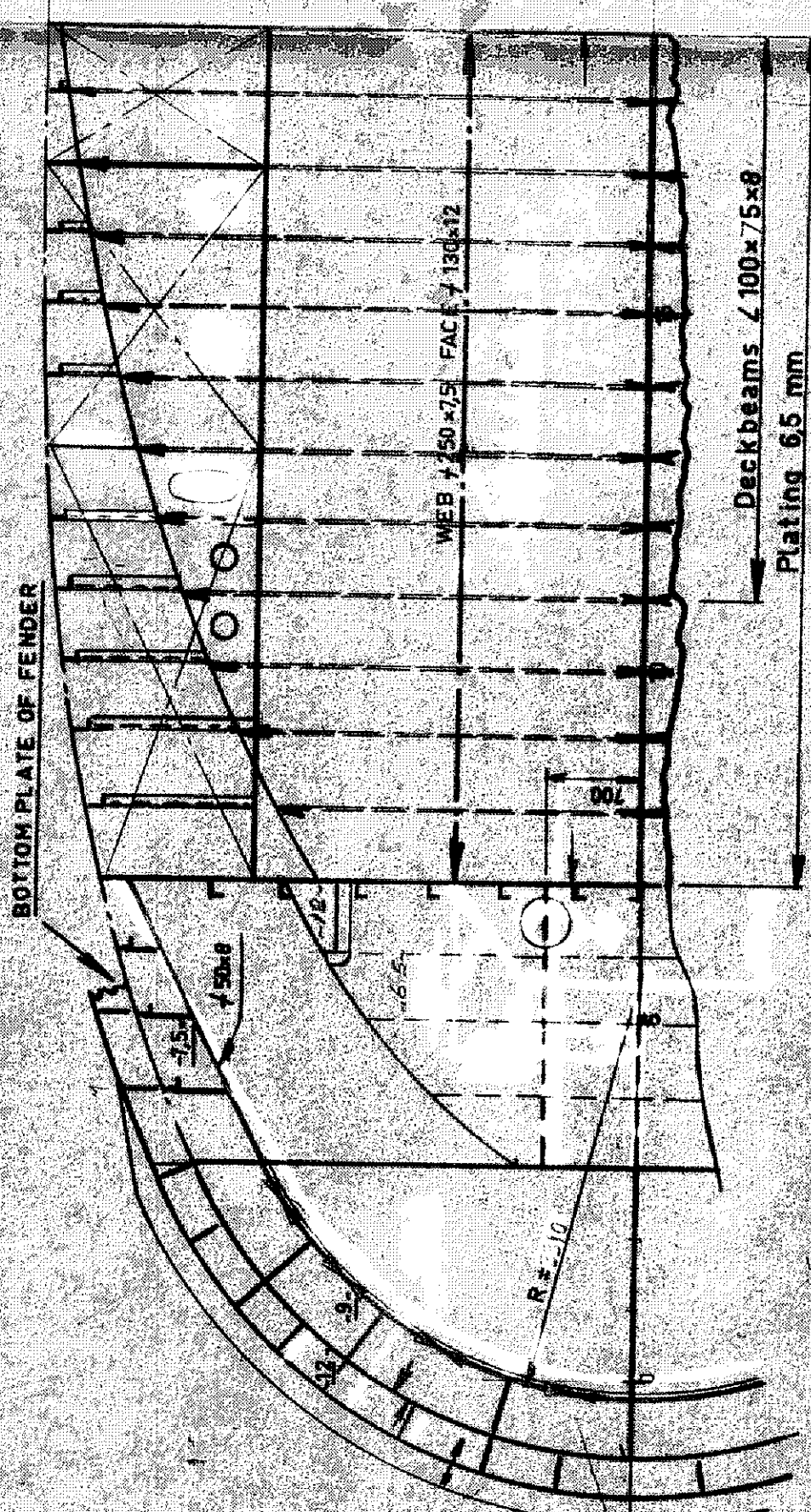
FORE CASTLE DECK



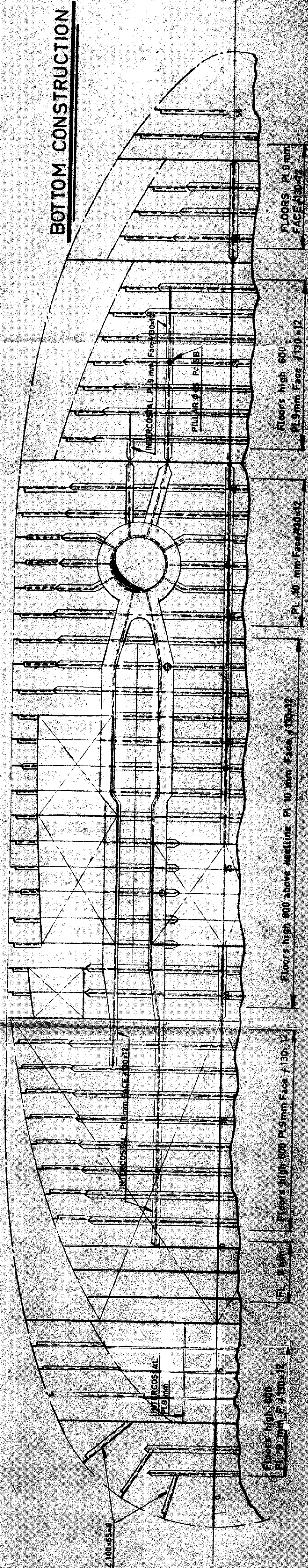
## MAIN DECK



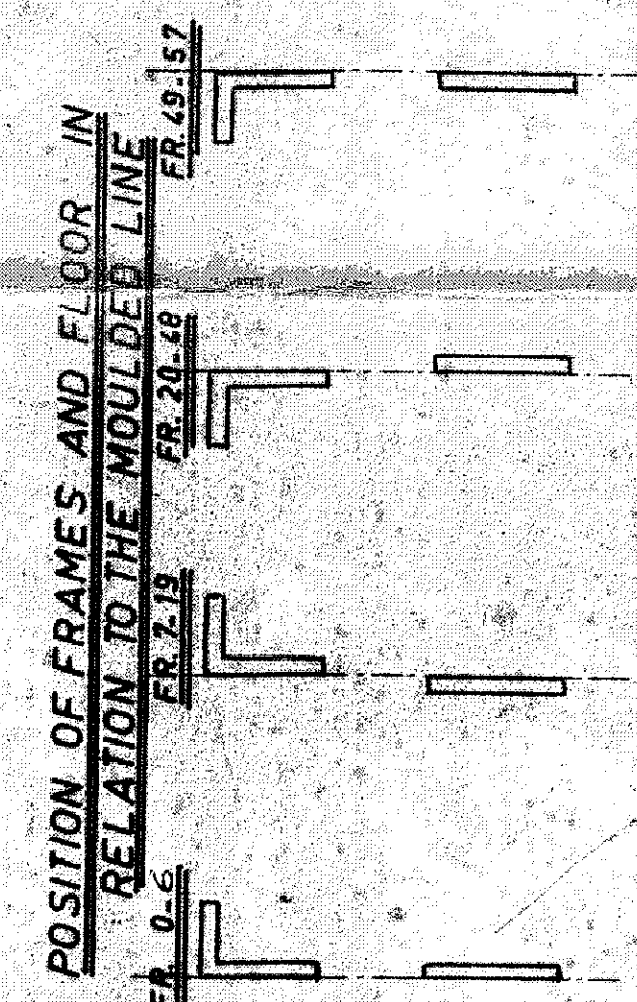
**TANK TOP**



BOTTOM PLATE OF FENDER



**BOTTOM CONSTRUCTION**



POSITION OF FRAMES AND FLOOR IN

APPROVED BY LLOYDS REGISTER OF  
SHIPPING dd 13 JULY 1981.

SOUTH AFRICAN RAILWAYS		3036 753731 011	
SUID AFRIKAANSE SPOORWEE			
CONTRACT NO.		3036 753731 011	
CONTRACT FOR		CONTRACT FOR "PIET HOUTAMP" BART GRULE	
300 KH. SHUTTLE HARBOR TUG			
DRAWING NO.		DORBYL MARINE PTY LTD	
CONTRACTORS DRAWING		1 241/012	
DATE		05-08-76	
CONSTRUCTION PLAN			
SCALE	1:50 - 1:10	DATE	05-08-76
SHEET NO.	753731	DATE	05-08-76
SME NO.	753731	DATE	05-08-76
DATE	18-6-1981	DATE	05-08-76





SOUTH AFRICAN RAILWAYS  
SUD-AFRIKAANSE SPOORWEE

DURBAN 90 338 3337 611

CORTELIER GEN "DE LAUSGARD" Emergent.  
CORTELAIR GEN

3300 KN SCHIEL HARBOUR IN.

CONTRACTS IN HAND DOREY'S MARINE PTY LTD  
CONTRACTS IN ARRIVAL No. 83 201  
CONTACTS IN LONDON

TITLE

GENERAL ARRANGEMENT I

SPRINT 1175 1175 HPA 230

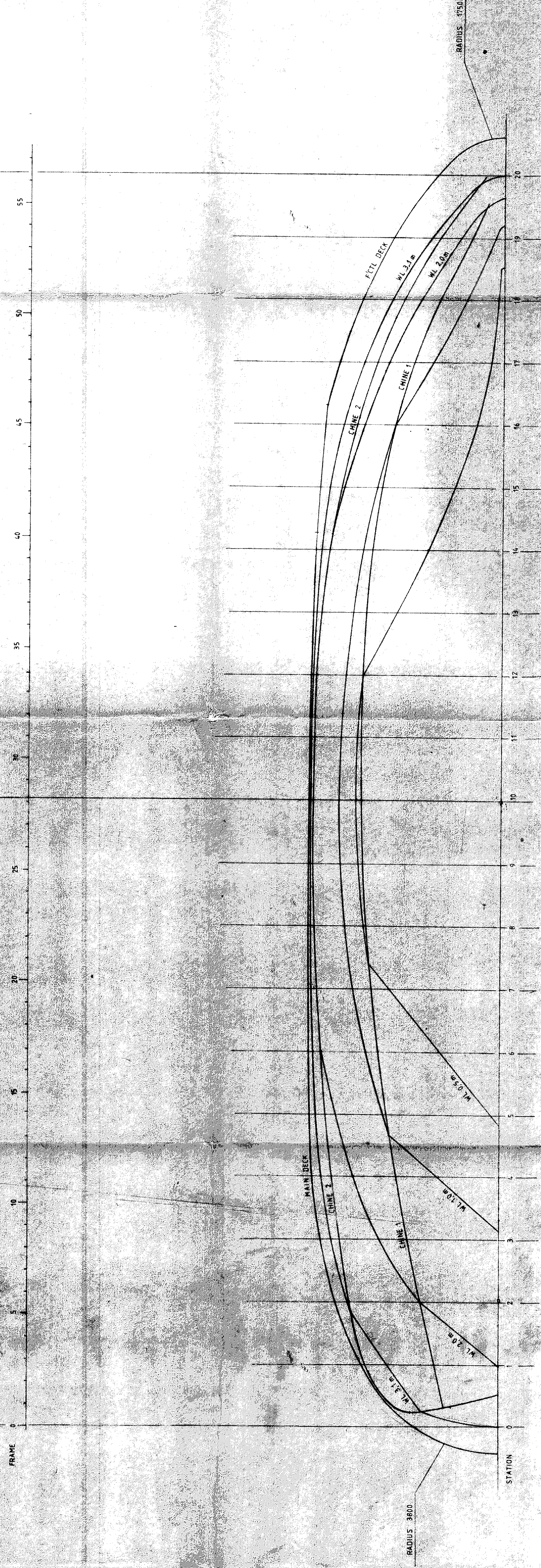
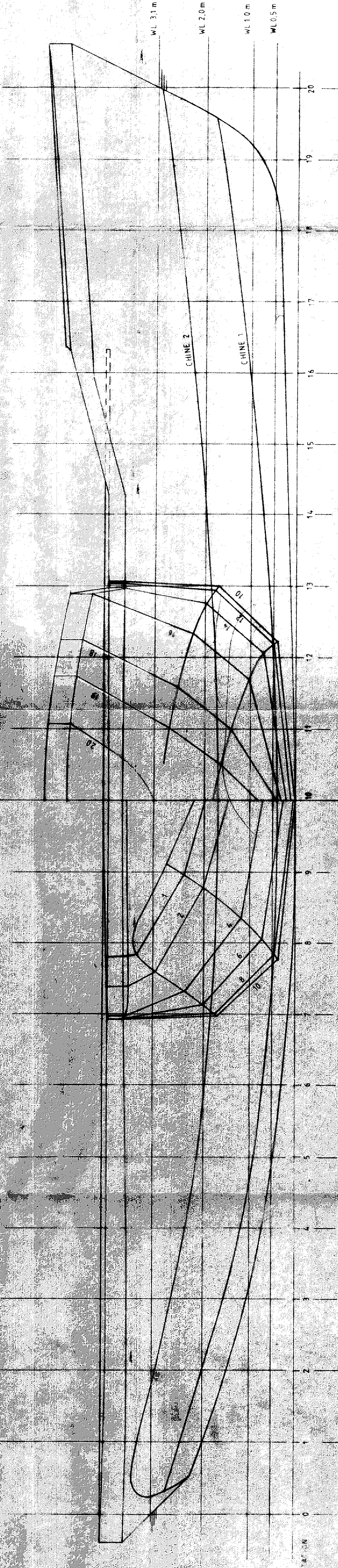
SME NO NEW

NO 83 201



# PRINCIPAL DIMENSIONS

Length L.O.A : 32,5 m  
 Length L.W.L : 31,0 m  
 Beam : 9,5 m  
 Draught : 3,1 m  
 Displacement : 511,0 TON  
 Block coefficient : 0,56  
 Prismatic coefficient : 0,65  
 Depth : 4,1 m

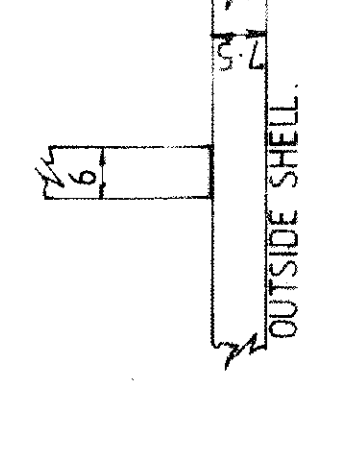
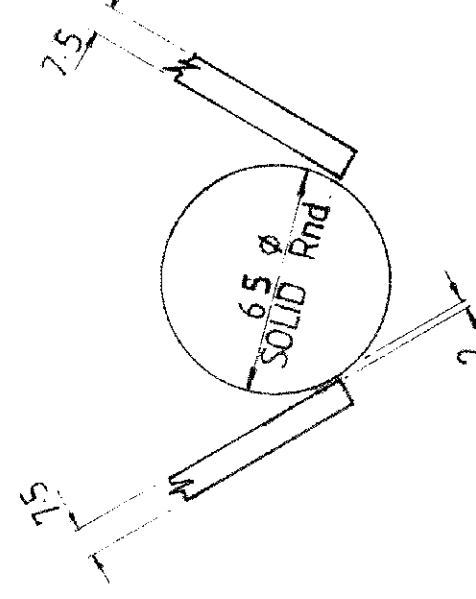
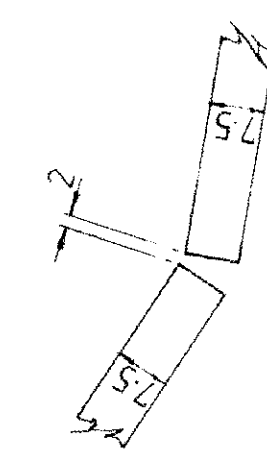
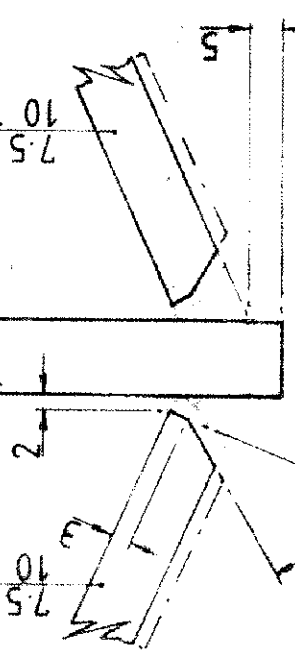
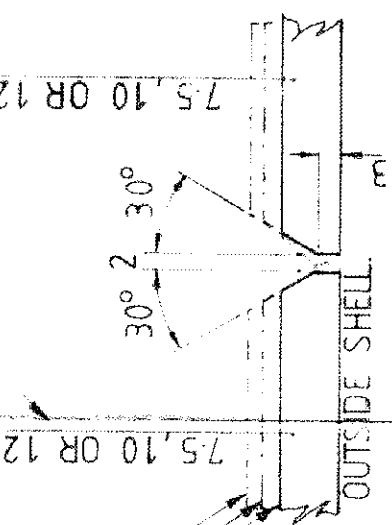
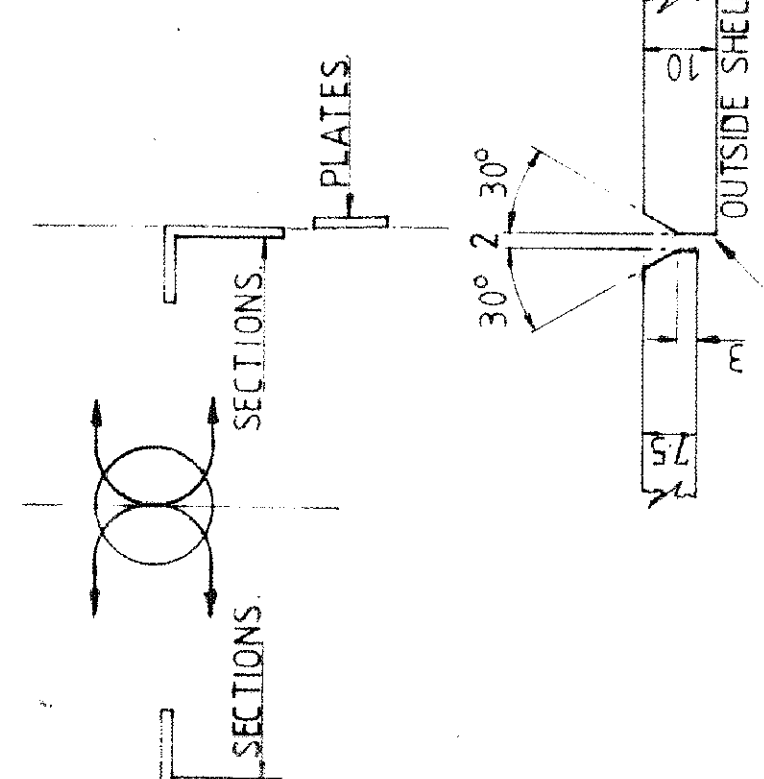
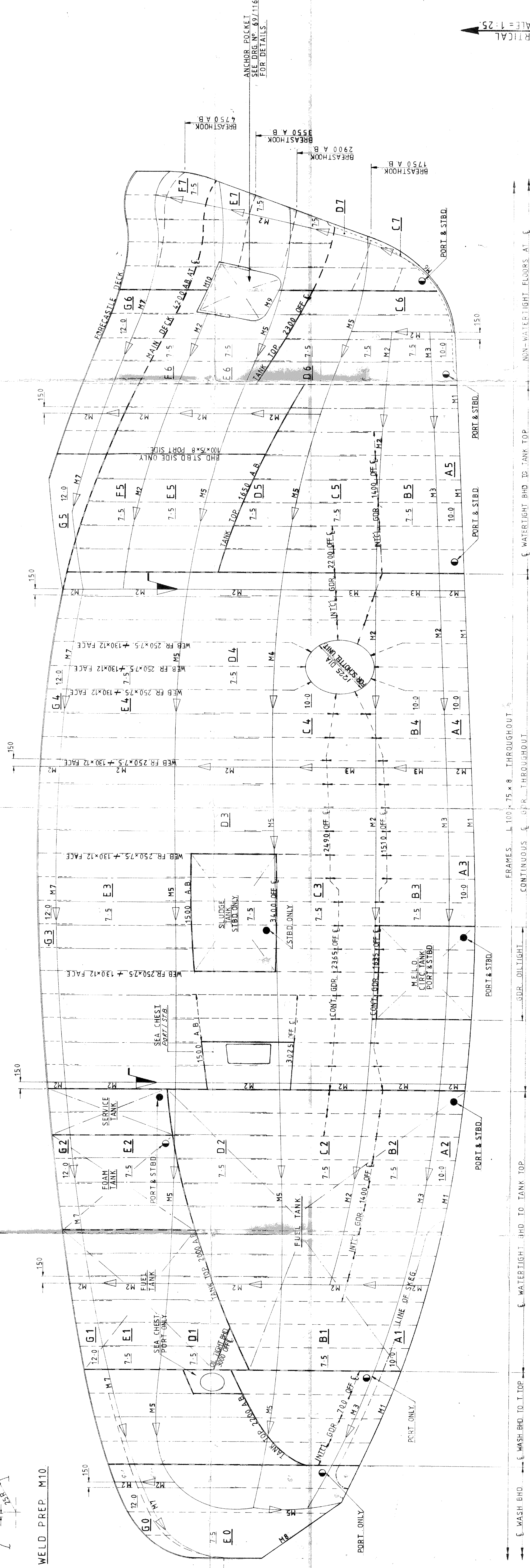
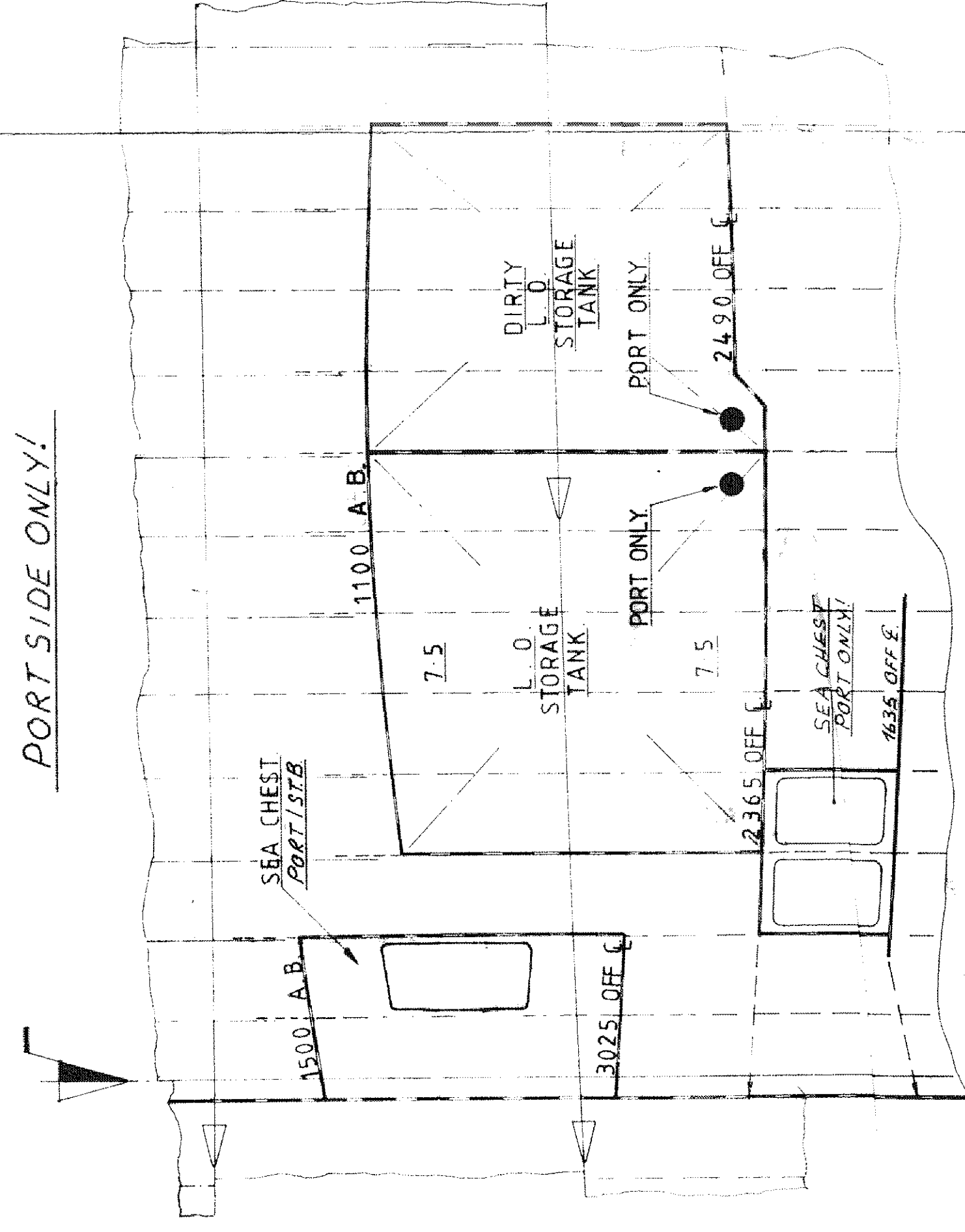
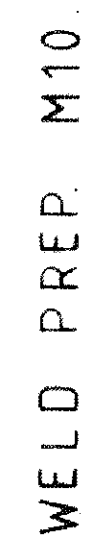
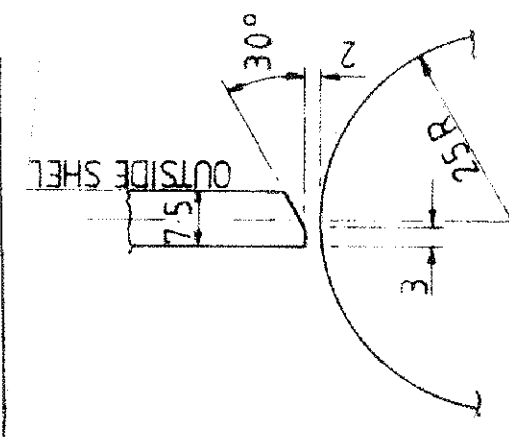
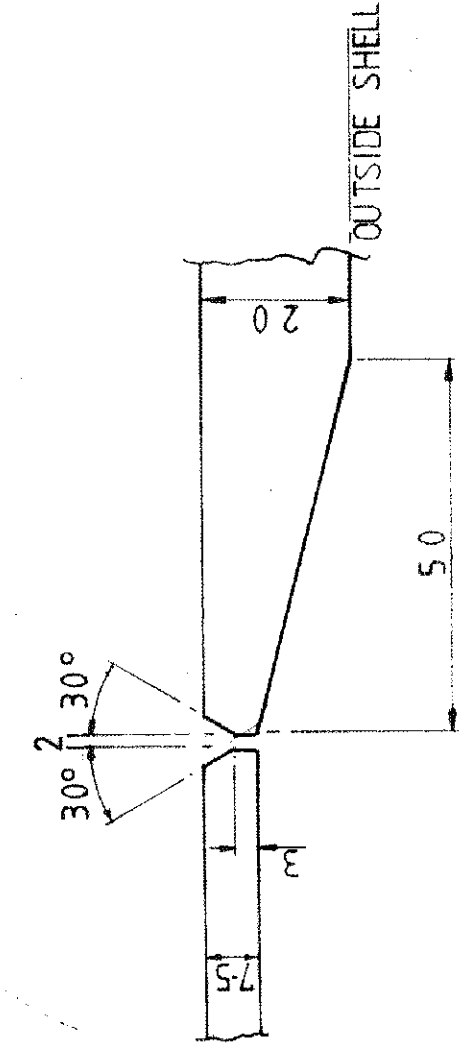


SOUTH AFRICAN RAILWAY SUID AFRIKAANSE SPOORWEE		PROJECT NO. 3036 7537/ 011
DESIGNED BY	DR. J. H. VAN DER MERWE	DATE 10-3-81
CHECKED BY	DR. J. H. VAN DER MERWE	DATE 10-3-81
APPROVED BY	DR. J. H. VAN DER MERWE	DATE 10-3-81
300 KV SCHOTTEL HORBOUR TUG		BY R. BUNDSCH
CONTRACTOR	DOBBYLL MARINE (PTY) LTD	
PROJECT NO.	1001	
DATE	10-3-81	
BODY LINES PLAN		
SCALE	1:50	
SHEET NO.	1/1	
DATE	10-3-81	



LENGTH OVERALL	32.5 m
LENGTH ON WATERLINE	31.0 m
BREADTH MOULDED	9.5 m
DEPTH MOULDED	4.1 m
DISPLACEMENT	511 TON
FRAME SPACING	550 m

WFID PREP. M9



WELD PREP. M7.\* WELD PREP. M8.

\* NOTE- WELD PREPS 4 5 & 7, TO BE WELDED  
FROM INSIDE & BACKGOUNGED TO FULL  
PENETRATION.

WFID PREP M6

WELD PREP. MS \*

WELD PREP M4 \*

WELD PREP. M3

WELD PREP. M2.

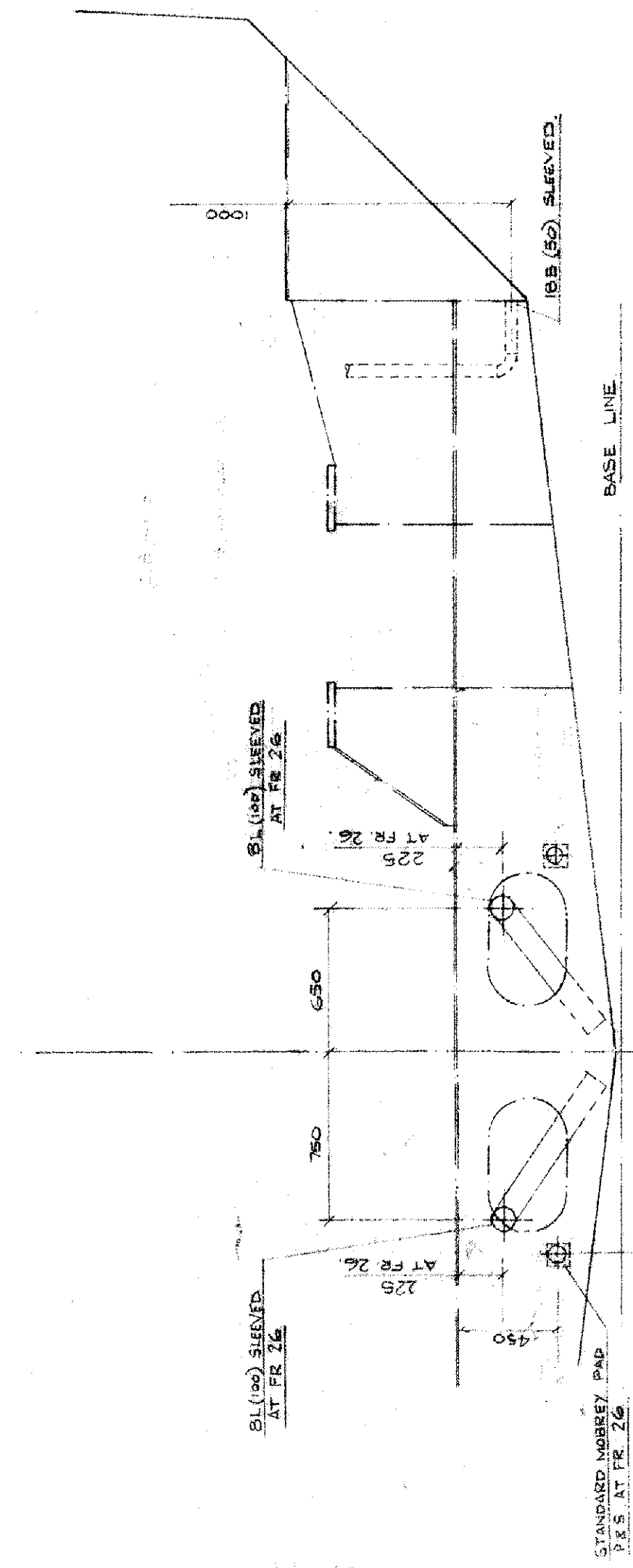
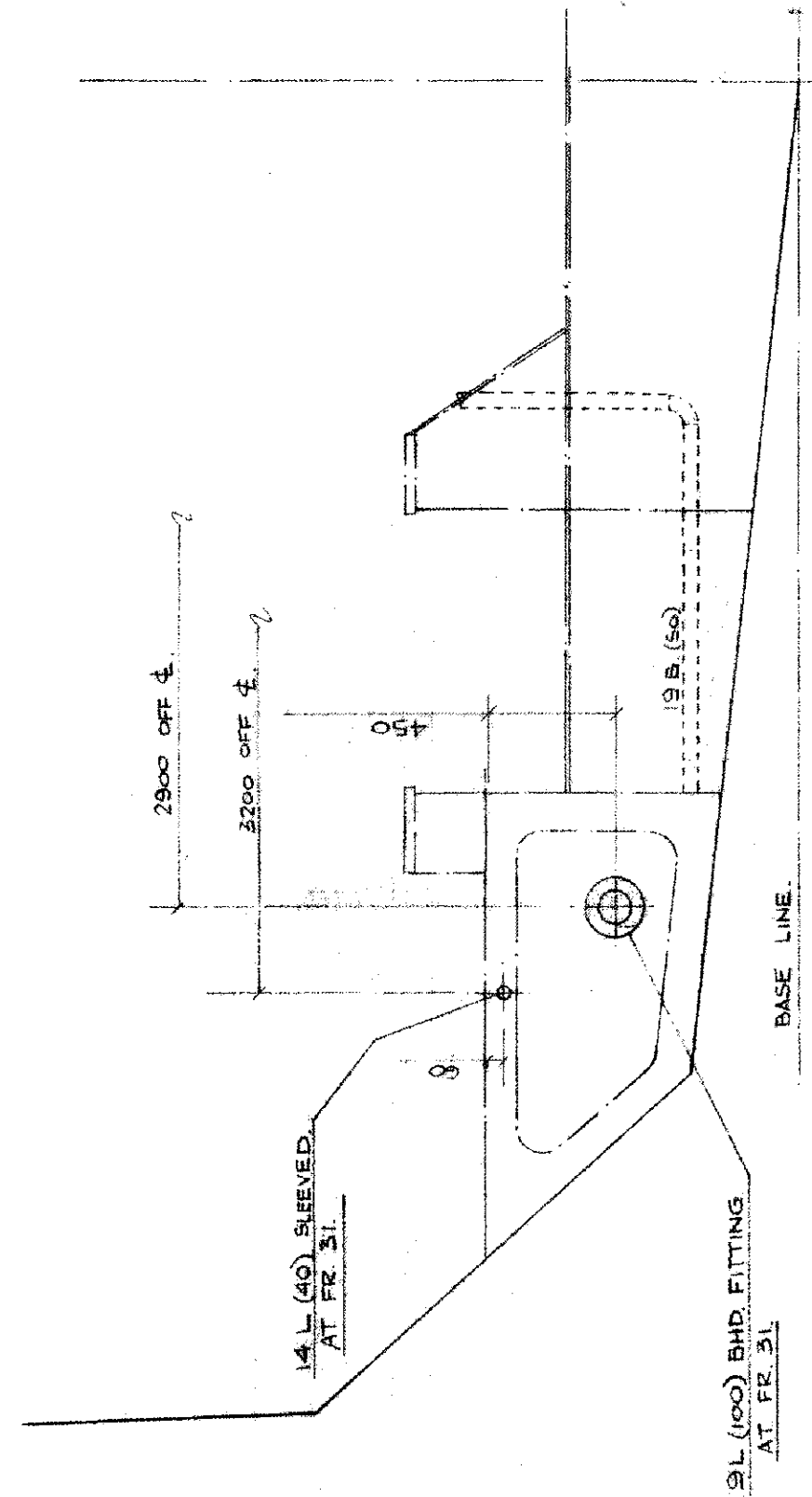
WELD PREP. M1.

SOUTH AFRICAN RAILWAYS SUID-AFRIKAANSE SPOORWEE	
CONTRACT No	3036 75371 011
CONTRACTOR KONTRAKT VIR	"PIET AUCAARD" BART BRUZE
300 KN. SCHOTTEL HARBOUR TUG	
CONTRACTORS NAME KONTRAKTERS NAAM	
DORBYL MARINE (PTY) LTD	
CONTRACT NO KONTRAKTLEERS TEEKENING NO	89 / 111.
TITLE	
SHELL EXPANSION	
SCALE SKAAL	1:1, 1:2 & as shown
SME NO	75371
DATED DATUM	BROWN C. DOVE

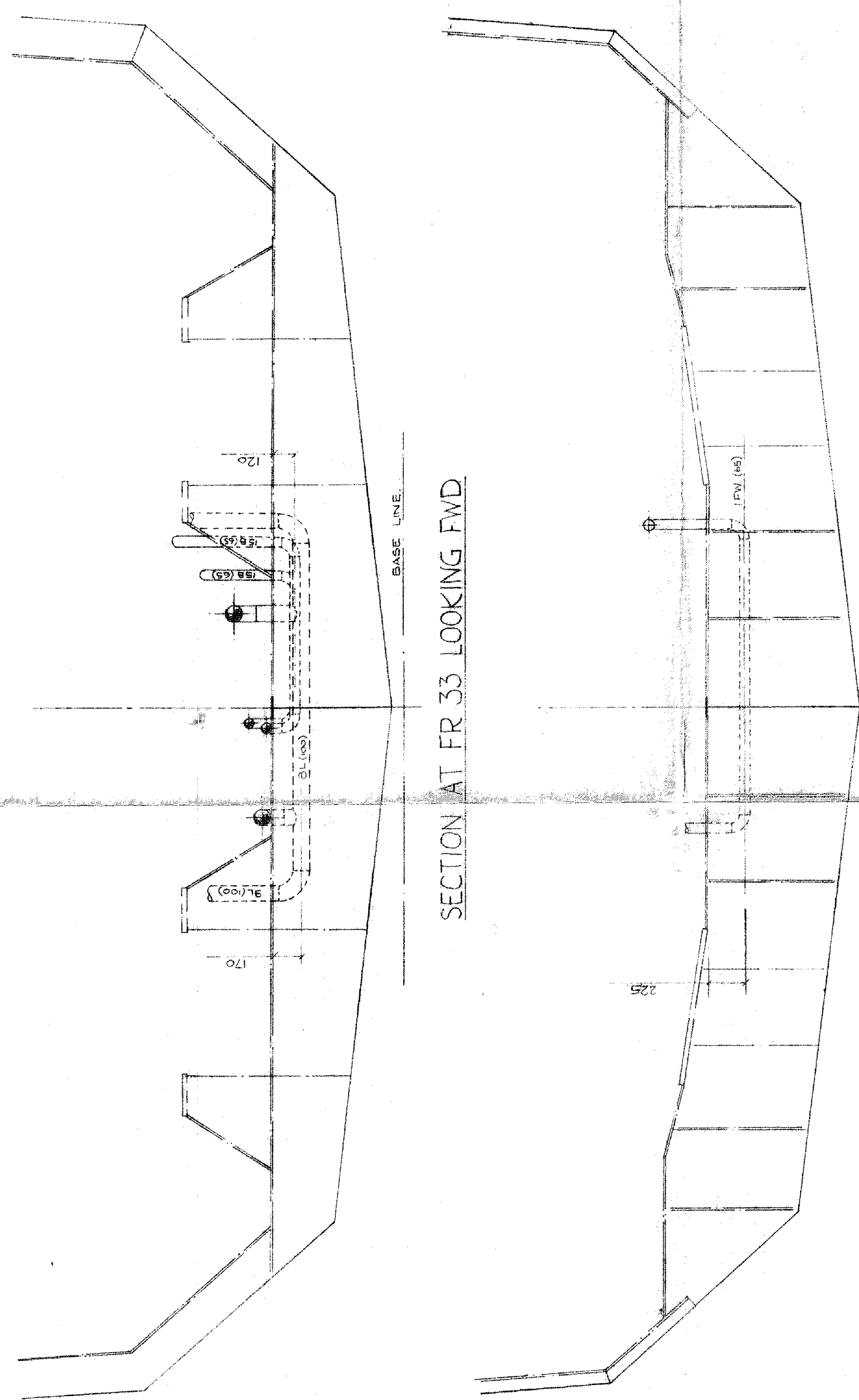
BY



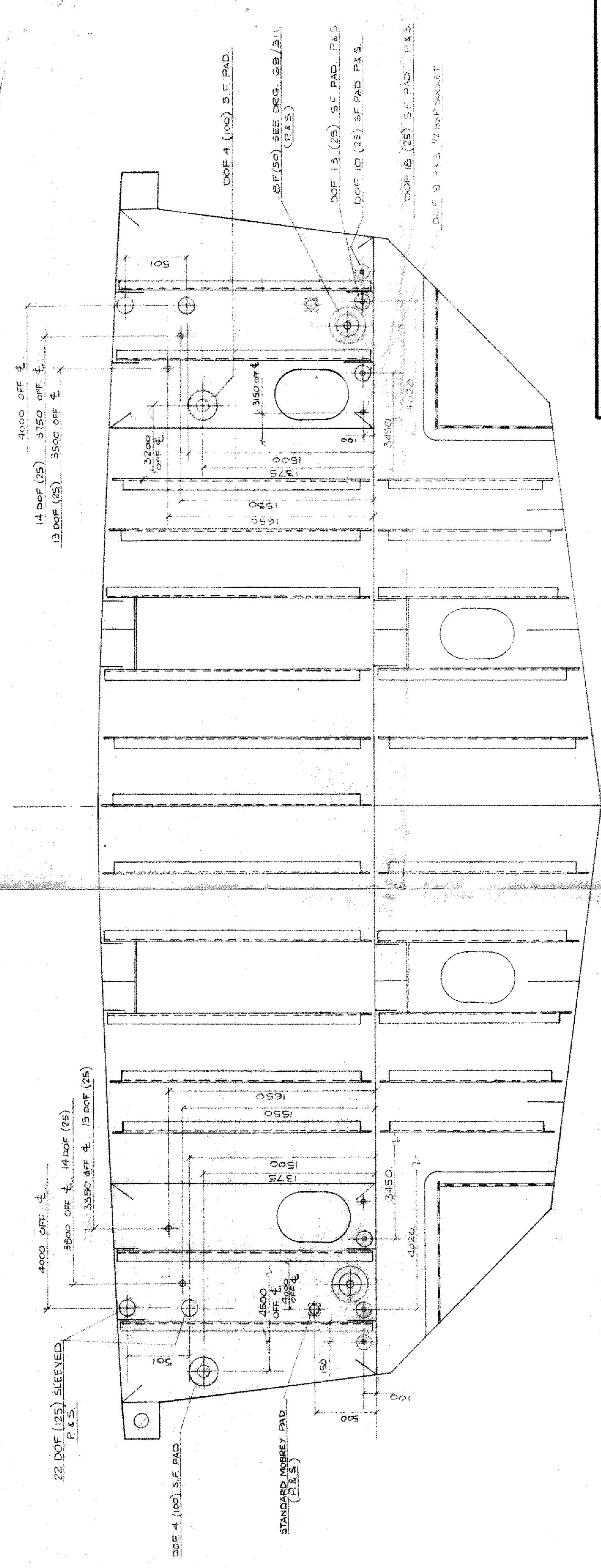
SECTION AT FR. 24  
LOOKING FWD.



## SECTION AT FR 33 LOOKING FWD



## SECTION AT FR 35 LOOKING FWD



BHD 19 LOOKING FWD

NOTES:  
REF. DRAWINGS, UPPER ENG. ROOM PIPE AB287 G9 - 314  
LOWER ENG. ROOM PIPE AB287 G9 - 314

30 KN SCHOTTEL HARBOUR TUG.

CONTRACTORS NAME KONTRAKTOURS NAAM	DORBYL MARINE (PTY) LTD	
CONTRACTORS DRAWING KONTRAKTOURS TEKENING	No	6-9 - 3-5
TITLE	TANK AND FLOOR PENETRATIONS	
	SALES No	SPKSRF
	Order	6800

17L CONNECTIONS TO LO TANK

REV	DATE	DESCRIPTION OF REVISION	BY
5	10-22-82	ITEMS MOVED TO OIL TANK, ETB (40) REMOVED	J.B.
6	11-18-82	REMOVED	J.B.
7	12-15-82	REMOVED	J.B.
8	1-15-83	REMOVED	J.B.
9	2-15-83	REMOVED	J.B.
10	3-15-83	REMOVED	J.B.
11	4-15-83	REMOVED	J.B.
12	5-15-83	REMOVED	J.B.
13	6-15-83	REMOVED	J.B.
14	7-15-83	REMOVED	J.B.
15	8-15-83	REMOVED	J.B.
16	9-15-83	REMOVED	J.B.
17	10-15-83	REMOVED	J.B.
18	11-15-83	REMOVED	J.B.
19	12-15-83	REMOVED	J.B.
20	1-15-84	REMOVED	J.B.
21	2-15-84	REMOVED	J.B.
22	3-15-84	REMOVED	J.B.
23	4-15-84	REMOVED	J.B.
24	5-15-84	REMOVED	J.B.
25	6-15-84	REMOVED	J.B.
26	7-15-84	REMOVED	J.B.
27	8-15-84	REMOVED	J.B.
28	9-15-84	REMOVED	J.B.
29	10-15-84	REMOVED	J.B.
30	11-15-84	REMOVED	J.B.
31	12-15-84	REMOVED	J.B.
32	1-15-85	REMOVED	J.B.
33	2-15-85	REMOVED	J.B.
34	3-15-85	REMOVED	J.B.
35	4-15-85	REMOVED	J.B.
36	5-15-85	REMOVED	J.B.
37	6-15-85	REMOVED	J.B.
38	7-15-85	REMOVED	J.B.
39	8-15-85	REMOVED	J.B.
40	9-15-85	REMOVED	J.B.
41	10-15-85	REMOVED	J.B.
42	11-15-85	REMOVED	J.B.
43	12-15-85	REMOVED	J.B.
44	1-15-86	REMOVED	J.B.
45	2-15-86	REMOVED	J.B.
46	3-15-86	REMOVED	J.B.
47	4-15-86	REMOVED	J.B.
48	5-15-86	REMOVED	J.B.
49	6-15-86	REMOVED	J.B.
50	7-15-86	REMOVED	J.B.
51	8-15-86	REMOVED	J.B.
52	9-15-86	REMOVED	J.B.
53	10-15-86	REMOVED	J.B.
54	11-15-86	REMOVED	J.B.
55	12-15-86	REMOVED	J.B.
56	1-15-87	REMOVED	J.B.
57	2-15-87	REMOVED	J.B.
58	3-15-87	REMOVED	J.B.
59	4-15-87	REMOVED	J.B.
60	5-15-87	REMOVED	J.B.
61	6-15-87	REMOVED	J.B.
62	7-15-87	REMOVED	J.B.
63	8-15-87	REMOVED	J.B.
64	9-15-87	REMOVED	J.B.
65	10-15-87	REMOVED	J.B.
66	11-15-87	REMOVED	J.B.
67	12-15-87	REMOVED	J.B.
68	1-15-88	REMOVED	J.B.
69	2-15-88	REMOVED	J.B.
70	3-15-88	REMOVED	J.B.
71	4-15-88	REMOVED	J.B.
72	5-15-88	REMOVED	J.B.
73	6-15-88	REMOVED	J.B.
74	7-15-88	REMOVED	J.B.
75	8-15-88	REMOVED	J.B.
76	9-15-88	REMOVED	J.B.
77	10-15-88	REMOVED	J.B.
78	11-15-88	REMOVED	J.B.
79	12-15-88	REMOVED	J.B.
80	1-15-89	REMOVED	J.B.
81	2-15-89	REMOVED	J.B.
82	3-15-89	REMOVED	J.B.
83	4-15-89	REMOVED	J.B.
84	5-15-89	REMOVED	J.B.
85	6-15-89	REMOVED	J.B.
86	7-15-89	REMOVED	J.B.
87	8-15-89	REMOVED	J.B.
88	9-15-89	REMOVED	J.B.
89	10-15-89	REMOVED	J.B.
90	11-15-89	REMOVED	J.B.
91	12-15-89	REMOVED	J.B.
92	1-15-90	REMOVED	J.B.
93	2-15-90	REMOVED	J.B.
94	3-15-90	REMOVED	J.B.
95	4-15-90	REMOVED	J.B.
96	5-15-90	REMOVED	J.B.
97	6-15-90	REMOVED	J.B.
98	7-15-90	REMOVED	J.B.
99	8-15-90	REMOVED	J.B.
100	9-15-90	REMOVED	J.B.

