Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE DESIGN, BUILD, ASSEMBLY, COMMISSIONING AND DELIVERY OF A PILOT BOAT AND LAUNCH AT THE PORT OF DURBAN WITHIN A PERIOD OF 24 MONTHS.

RFP NUMBER	**: TNPA/2026/09/0002/114830/RFP**
ISSUE DATE	**: 06 NOVEMBER 2026**
NON-COMPULSORY BRIEFING	**: 13 NOVEMBER 2026**
CLOSING DATE	**: 27 NOVEMBER 2026**
CLOSING TIME	**: 16h00 Noon**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

SUBMISSION TO: Transnet Digital Procurement System (TDPS).

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**Design, build, assembly, commissioning and delivery of a pilot boat and launch at the port of Durban within a period of 24 months.**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://esupplierportal.transnet.net/portal/(please use Google Chrome to access Transnet link) FREE OF CHARGE.**

NON-COMPULSORY TENDER CLARIFICATION MEETING	**A Non-Compulsory Tender Clarification Meeting** will be conducted **on Ms Teams**https://teams.microsoft.com/meet/3740257059099716?p=uT4ZbEaIpSV8J2fvSx**) 13 November 2026** at **10:30 am** for a period of **± Two (02) hours**. The Non-Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.
CLOSING DATE	**16:00 noon on 27 November 2026** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (https://esupplierportal.transnet.net/portal/);

- Click on "ADVERTISED TENDERS" to view advertised tenders;

- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

e) 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.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

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

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on **T2.2-17, [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. award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP, i.e either Pilot boat or Launch.

7. split the award of the contract between more than one Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;

8. to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

9. 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)

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2026/09/0002/114830/RFP	**ISSUE DATE:**	06 November 2026	**CLOSING DATE:**	27 November 2026	**CLOSING TIME:**	16:00
DESCRIPTION	DESIGN, BUILD, ASSEMBLY, COMMISSIONING AND DELIVERY OF A PILOT BOAT AND LAUNCH AT THE PORT OF DURBAN WITHIN A PERIOD OF 24 MONTHS.						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

h) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

i) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

j) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

k) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Xolani Mdluli			
TELEPHONE NUMBER	**N/A**			
FACSIMILE NUMBER	**N/A**			
E-MAIL ADDRESS	tnpatenderenquiries1@transnet.net			
SUPPLIER INFORMATION: NB Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.				
	TCS PIN		OR	CSD No
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**		
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]				

5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**6** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	……	Date:	……

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:_____



T1.2 TENDER DATA

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

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

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

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

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

C.1.4	The Employer's agent is:	**Commodity Specialist**
	Name:	**Xolani Mdluli**
	Address:	Transnet National Ports Authority. Commissioner Street Carlton Centre Building Johannesburg 2000
	E – mail	**TNPATenderenquiries1@transnet.net**

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

STAGE ONE: Test for Eligibility Criteria

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

Check for Eligibility Criteria responsiveness	RFP Reference
• The tenderer must submit a valid **ISO 9001:2015 Certificate** in Ship repair or Ship Construction/Building as a pre-qualification requirement for this tender. • *NB: The validity of the Company's Certificate will be verified with the certifying body. Invalid certificate will not be considered for evaluation and will result in disqualification.*	***T2.2-01***
• Whether the tender contains completed and signed form of offer and acceptance and Activity schedule total prices Incl. VAT carried over to the Form of Offer and Acceptance.	***Part C2: Pricing data***

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

STEP TWO: Test for Responsiveness

The test for responsiveness will include the following:

Administrative and substantive responsiveness check	RFP Reference
Validate whether bid has been lodged on time	***Section 1:*** *notice to tenderers*
Verify if the Bid document has been duly signed and submitted	*All sections*
Bid administrative documents / Essential documents (declarations, certificate of acquaintance, etc)	*All sections*
Mandatory returnable documents	**Part T2** : Returnable documents
Bid documents used for scoring	**Part T2** : Returnable documents
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	**Part C2:** Pricing data
The bidder must submit the following pre - qualification documents: 1. The tenderer must submit a valid **ISO 9001:2015 certificate** in Ship repair or Ship Cconstruction/Building as a pre-qualification requirement for this tender *NB: The validity of the Company's Certificate will be verified with the certifying body. Invalid certificate will not be considered for evaluation and will result in disqualification* 2. **Part C2:** Pricing data Whether the tender contains a fully completed and signed form of offer and acceptance and Activity schedule total Incl. VAT carried over to Form of Offer and Acceptance.	***T2.2-01a*** **Part C2:** Pricing data

Bids must be administratively and substantively responsive to advance to STAGE THREE for further evaluation

C.2.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Addenda will be issued to all tenders who attended and those who did not attended the non-compulsory briefing session.
C.2.12	**No alternative tender** offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: TNPA/2026/09/0002/114830/RFP ▪ The Tender Description: **Design, build, assembly, commissioning and delivery of a pilot boat and launch to the Port of Durban within a period of 24 months** Documents must be marked for the attention of: ***Employer*'s Agent: Xolani Mdluli**
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **16:00pm** on the **27 November 2026** Location: The Transnet e-Tender Submission Portal: (https://esupplierportal.transnet.net/portal/); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. 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.

Step 2: Functionality Criteria

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

Evaluation Schedules	Maximum number of points
T2.2-01: Company Previous experience for Pilot boat	35
T2.2-03: CV of Key Personnel, Experience and Qualifications	25
T2.2-04: Method Statement	20
T2.2-05: Programme	10
T2.2-06: Quality Management	10
Maximum score for functionality	**100**

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

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100

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

Thresholds	Minimum Threshold
Functionality	70

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

STAGE THREE: Price and B-BBEE Criteria

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20 OR 90/10** preference points systems.

The following preference point systems are applicable to all bids:

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

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20 OR 90/10** preference points system.

Up to 20/10 tender evaluation points for specific goals will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

Evaluation Criteria	Final Weighted Scores
Price	80/90
Specific goals - Scorecard	20/10

Total Score	**100**

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

Specific Goals	**Number of points (80/20) Preference system**	**Number of points (90/10) Preference system**
B-BBEE Status Level of Contributor 1 or 2	**04**	**02**
Local Content and Local Production	**06**	**03**
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs 51% black owned	**10**	**05**
Non-compliant and/or B-BBEE Level 3-8 contributors	**00**	**00**

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

Specific Goals	**Acceptable Evidence**
B-BBEE Status Level of Contributor 1 or 2	• B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content Annexures: • (SDB 6.2, Annexure C, D & E)
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are:	• Sub-contracting agreement(s) • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines

I. EMEs and/or QSEs black owned	

Note: Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

Beyond the specific goals outlined above, job creation, subcontracting and NIPP were identified as conditions 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.

g) A Proposal submitted by a tenderer will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

Transnet reserves the right, at its sole discretion, to implement either of the following:

- Disqualify a bidder for material deviation from the RFP, Standard terms or material conditions of the contract; **and**
- Passing the award of business to the next highest ranking bidder should a material deviation from the Standard terms or conditions of the contract be imposed.

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

T2.1 List of Returnable Documents

2.1.1 This schedule is required for Test for responsiveness and/or eligibility purposes:

T2.2-01 The tenderer must submit a certified valid copy of **ISO 9001:2015 Certificate** in Ship Repair or Ship Construction/Building.

NB: The validity of the Company's Certificate will be verified with the relevant certifying body. Invalid certificate will not be considered for evaluation and will result in disqualification

Part C2: Pricing data

Whether the tender contains a fully completed and signed form of offer and acceptance and Activity Schedule total Incl. VAT carried over to the Form of Offer and Acceptance.

2.1.2 Stage Two: Schedules for Functionality Evaluation:

T2.2-02 The Company's Previous Experience

T2.2-03 CV of Key Personnel, Experience and Qualifications

T2.2-04 Method Statement

T2.2-05 Programme

T2.2-06 Quality Management

2.1.3 Returnable Schedules:

General:

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)

T2.2-12 Site Establishment requirements

T2.2-13 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

T2.2-14 Job-Creation Schedule

Part T2: SECTION 1: SBD 5 (NIPP)

Agreement and Commitment by Tenderer:

T2.2-15 Non-Disclosure Agreement

T2.2-16 RFP Declaration Form

T2.2-17 RFP – Breach of Law

T2.2-18 Certificate of Acquaintance with Tender Document

T2.2-19 Supplier Integrity Pact

T2.2-20 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-21 Insurance provided by the Contractor

T2.2-22 Form of Intent to provide a Performance Guarantee

T2.2-23 Foreign Exchange requirements (if applicable)

T2.2-24 Forecast Rate of Invoicing

T2.2-25 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-26 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

T2.2-01: PRE-QUALIFICATION EVALUATION CRETIRIA: ISO CERTIFICATION

The Tenderer to submit a **valid** ISO 9001:2015 certificate in **ship repair or ship construction/building** as a pre-qualification requirement for this tender.

Attached to this schedule is a **valid** ISO 9001:2015 certificate **ship repair or ship construction/building**

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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Any tenderer that fails to meet this stipulated pre-qualifying criterion will be regarded as an unacceptable tender and will NOT be evaluated further.

The certificate MUST be in the name of the tendering entity or a partner in the JV to be evaluated. Certificates from sub-contractors will NOT be accepted and evaluated.

NB: *The validity of the Company's Certificate will be verified with the certifying body. Invalid certificate will* ***NOT*** *be considered for evaluation and will result in disqualification.*

T2.2-02: Evaluation Schedule: Company's Previous experience (35 points)

Note to tenderers:

Tenderers are required to demonstrate their overall experience in executing and completing projects of similar nature in shipbuilding or ship repair in the past 15 years and/OR earlier. the tenderers must submit a **traceable, sufficiently detailed signed and dated reference letters/ completion certificate** of the existing/completed projects on the client letterhead/full company's stamp **OR** a valid Builder's Certificates issued by Classification Society in the name of the legal entity (tenderer) from clients to demonstrate their relevant experience in shipbuilding or ship repair as detailed in the Works Information.

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

References letters / completion certificate to substantiate experience must cover the following elements amongst others:

Reference letters or project completion certificate/s to substantiate experience indicated showing:

- Project description clearly indicating the name of vessel /hull number / new building number / IMO number
- Customer name and contact details
- Evidence of project start and completion date
- **All references or completion certificates must be submitted on the client's letterhead/full company's stamp, signed and dated.**

OR

A valid Builder's Certificates issued Builder's Certificates issued by or under a Classification Society in the name of the legal entity (tenderer), clearly indicating the name of vessel /hull number / new building number / IMO number that has been completed by the tendering entity. *The validity will be verified with the issuing entity/body/agency.*

1. Verification of References

Transnet reserves the right to verify the **references/completion certificate/ Builder's Certificates issued Builder's Certificates issued by or under a Classification Society** submitted by the highest-ranked bidder(s) to confirm the validity and authenticity of the experience claimed. Where a referenced organisation cannot be contacted using the details provided, Transnet will make at least three (3) documented attempts. Should these attempts be unsuccessful, Transnet will notify the bidder and allow a period of forty-eight

(48) hours for the bidder to facilitate contact with the relevant referee. Transnet may also undertake reasonable due diligence measures to verify the credibility of the referee. If the experience cannot be verified to the satisfaction of Transnet, the points awarded for the relevant evaluation criterion may be withdrawn, which may result in a revision of the bidder's overall ranking.

2. Misrepresentation and Fraud

Where any information submitted (including, but not limited to, reference letters) is found to be false, misleading, and/or fraudulent, Transnet reserves the right to take appropriate action, including the application of sanctions as provided for in clauses 5.1 and 5.2 of returnable schedule T2.2-19 Service Provider Integrity Pact.

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

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

Points (35)	**The Tenderer demonstrates experience in Shipbuilding industry with a proven track record.**	
Score 0	**The tenderer has submitted no information/Inadequate or Irrelevant information to determine a score**.	
Score 40	The tenderer has successfully completed **Four (4)** projects in shipbuilding/ Ship Repairs in the past 15 years and /or earlier.	The tenderer has submitted signed and dated reference letters or completion certificate for projects completed on the client letter head to substantiate the experience **OR** Valid Builder's Certificates issued by or under Classification Society in the name of the legal entity (tenderer), clearly indicating the **four (4)** vessels that have been completed by the tendering entity.
Score 70	Tenderer has successfully completed between **Five (5) to Seven (7) projects** in shipbuilding/ Ship Repairs in the past 15 years and /or earlier.	The tenderer has submitted signed and dated reference letters or completion certificate for projects completed on the client letter head to substantiate the experience **OR Valid** Builder's Certificates issued by or under Classification Society in the name of the legal entity (tenderer), clearly indicating the **five (5) to seven (7) vessels** that have been completed by the tendering entity.
Score 90	Tenderer has successfully completed **eight (8) to ten (10) projects** in shipbuilding / Ship Repairs in the past 15 years and /or earlier.	The tenderer has submitted signed and dated reference letters or completion certificate for projects completed on the client letter head to substantiate the experience **OR** Valid Builder's Certificates issued by or under Classification Society

		in the name of the legal entity (tenderer), clearly indicating **the eight (8) to ten (10) vessels** that have been completed by the tendering entity.
Score 100	Tenderer has successfully completed more than **ten (10) projects** in shipbuilding/ Ship Repairs in the past 15 years and /or earlier.	The tenderer has submitted signed and dated reference letters or completion certificate for projects completed on the client letter head to substantiate the experience **OR Valid** Builder's Certificates issued by or under Classification Society in the name of the legal entity (tenderer), clearly indicating **more than ten (10) vessels** that have been completed by the tendering entity.

Tenderers should compete the table below as a guiding information for all documents submitted for this criteria.

Tenderers **must** note that scores will be allocated as per table above using valid submitted documents, not the guiding table below.

Item number	Project name / vessel built	Reference letter attached	Completion Certificate attached	Builder's Certificates attached

T2.2-03: CV of Key Personnel, Experience and Qualifications (25 points)

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. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member;
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) The proof of relevant experience to be indicated in the CVs of the key personnel.

   c) The organogram structure shows onsite and off-site management.

   d) The Key personnel should include at least, amongst others but not limited to:

   - 1 (one) x Naval Architect
   - 1 (one) x Chief Engineer **-**Standards of Training, Certification and Watchkeeping for Seafarers (STCW)
   - 1 (one) x Project Manager (PMP)
   - 1 (one) x Project Planner (Planner)
   - Minimum 5 (five) x Welders
   - Minimum 5 (five) x Millwrights

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Naval Architect		
2	Chief Engineer (STCW)		
3	Project Manager		
4	Project Planner		
5	Welder		
6	Millwright		

Note: Mandatory CV's and profiles should show experience, background, and track record of executing projects of similar nature.

i. **Naval Architect**

The Naval Architect must have a minimum of a Bachelor's degree in Naval Architecture with **at least 10 years of relevant experience** in the shipbuilding and/or ship repair industry, and the resource must be professionally registered with RINA (Royal Institution of Naval Architects) or an equivalent recognized professional body.

ii. **Chief Engineer Officer (STCW)**

The Chief Engineer must hold a valid Chief Engineer Certificate of Competency (STCW) or Chief Engineer Unlimited qualification and must have at least **10 years of working experience** in construction or shipbuilding/Ship repairs projects.

iii. **Project Manager**

The Project Manager must have a minimum qualification of a Degree in Mechanical /Electrical/ Marine Engineering environment or related field and must have at **least 10 years of working experience** as PMP (Project Management Professional) or Equivalent in construction or shipbuilding/Ship repairs projects.

iv. **Project Planner**

Project Planner must have a National Diploma or higher qualification in Engineering discipline, registered with ECSA and with **at least six (6) years' experience** working as a Project Planner.

v. **Millwrights**

Five (5) to seven (7) Millwrights resources with a Trade Test certificate are required and must have **at least 10 years of working experience.**

vi. **Welders**

Five (5) to seven (7) Welders resources with performance/procedure qualification in accordance with (American Welding Specification AWS D1.1 OR American Society of Mechanical Engineers IX) certificates are required and must have **at least 10 years of working experience.**

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

(25) points	**Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member**	**Naval Architect**	**Chief Engineer (STCW)**	**Project Manager**	**Project Planner**	**Millwright**	**Welder**
	2	**4**	**5**	**4**	**2**	**3**	**5**
Score 0	**No Submission/Inadequate/ Irrelevant information submitted**						
Score 40	Project structure shows **incomplete list of Key staff and management structure** under **number 2 above.**	The resource has limited recommended levels of relevant experience (**from 5 but less than 10 years'**), **Degree in Naval Architect or a equivalent degree** and registered with RINA (Royal	The resource has limited recommended levels of relevant experience (**from 5 but less than 10 years'** experience), Chief Engineer Certificate of Competency (STCW) Certificate.	The resource has limited recommended levels of relevant experience (**from 5 but less than 10 years'** experience), Degree in Mechanical /Electrical/ /Marine Engineering	The resource has limited recommended levels of relevant experience (**from 1 but less than 6 years' experience**), National Diploma or higher qualification in	**Two (2) to Four (4) Millwrights** with **5 but less than 10 years' experience**) and have Millwright Trade Test certificates	**Two (2) to Four (4) Welders** with **5 but less than 10 years'** experience) and have (American Welding Specification AWS D1.1 OR American Society of Mechanical

		Institute of Naval Architect) or equivalent.		environment or related field and 10 years of working experience with **PMP(Project Management Professional) accreditation.**	any engineering discipline.		Engineers IX) certifications
Score 70	Project structure **is complete with all Key resources specific to the project** indicated with experience to the project as indicated in the CV's.	The resource has an acceptable level of relevant experience (**10 years but less than 12 years'**), **Degree in Naval Architect or a equivalent degree** and registered with RINA (Royal Institute of Naval Architect)	The resource has acceptable levels of relevant experience (**from 10 but less than 12 years'** experience), a Chief Engineer Unlimited qualification.	The Project Manager must have **from 10 but less than 12 years of working** experience in construction or shipbuilding projects post obtaining the **PMP (Project Management**	The resource has acceptable levels of relevant experience (**from 6 but less than 8 years' experience**), National Diploma or higher qualification in any engineering discipline.	**Five (5) to seven (7) Millwrights** with **10 but less than 12 years' experience**) and have - Millwright Trade Test certificates.	**Five (5) to Seven (7) welders** with **10 but less than 12 years' experience**) and have a (American Welding Specification AWS D1.1 OR American Society of Mechanical

		or equivalent		**Professional) accreditation**			Engineers IX) certifications
Score 90	Project structure is **complete with all Key resources specific to the project indicated with experience to the project as indicated in the CV's. It further shows onsite management**.	The resource has acceptable levels of relevant experience (from **12 but less than 15** years' experience), **Master's degree in Naval Architect** and registered with RINA (Royal Institute of Naval Architect) or equivalent registration.	The resource has acceptable levels of relevant experience (**from 12 but less than 15 years'** experience), Chief Engineer Unlimited qualification.	The Project Manager must have **from 12 but less than 15 years' of working experience** in construction or shipbuilding projects post obtaining the **PMP (Project Management Professional) accreditation**	The resource has an acceptable level of relevant experience (**from 8 but less than 10 years' experience**), have National Diploma or higher qualification in any engineering discipline.	**Eight (8) to Ten (10) Millwrights** with **12 but less than 15 years' experience**) and have Millwright Trade certificates.	**Eight (8) to Ten (10) Welders** with **12 but less than 15 years' experience**) and have (American Welding Specification AWS D1.1 OR American Society of Mechanical Engineers IX) certifications
Score 100	Project structure **is complete with all Key resources specific to the**	The resource has a highly acceptable levels of relevant	The resource has highly acceptable levels of relevant experience (**from**	The Project Manager must have **15 or more years of**	The resource has highly acceptable levels of relevant	**Eleven (11) Millwrights** with **15 or more years'**	**Eleven (11) Welders and above** with **15 or more years'**

	project indicated with experience to similar project/s as indicated in the CV's. **-The organogram include onsite and off-site management.**	experience (**from 15 or more years'** experience), **PHD Qualification in Naval Architect** and registered with RINA (Royal Institute of Naval Architect) or equivalent registration.	**15 or more years' experience**), Chief Engineer Unlimited qualification.	**working experience in construction or shipbuilding** projects post obtaining the **PMP (Project Management Professional) accreditation and Prince 2 Foundation**	experience **(from 10 or more years' experience),** National Diploma or higher qualification in any engineering discipline.	**experience**) and have Millwright trade test certificates.	**experience**) and have (American Welding Specification AWS D1.1 OR American Society of Mechanical Engineers IX) certifications

Note to Tenderers:

Example for scoring

If Bidder submitted 2 x Millwright/Welder = 2/4 =0.5 x 4 = 2

If Bidder submitted 3 x Millwright/ Welder = 3/4= 0.75 x 4 =3

T2.2-04: Evaluation Schedule – Method Statement (20 points)

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 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) General Requirements (Critical)

b) General Outline (Critical)

c) Hull, Deck and Superstructure (Critical)

d) Accommodation (Critical)

e) Main and Auxiliary Engine room machinery (Critical)

f) Diesel engines and Compressor Plant (Critical)

g) Propulsion system (Critical)

h) Air conditioning and ventilation (Critical)

i) Refrigeration-*non-critical*

j) Communications and Navigation (Critical)

k) Firefighting equipment (Critical)

l) Davit crane and boat-*non-critical*

m) Piping, Steelwork & Paintwork (Critical)

n) Electrical systems (Critical)

o) Fendering-*non-critical*

Index of documentation attached to this schedule:

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20 Points allocated	
	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.
Score 0	**No submission/Inadequate/ irrelevant information is submitted**.
Score 40	The methodology approach is specifically tailored to address the specific project objectives (**i.e., cover any eight (8) critical activities within the scope of work as outlined above.**).
Score 70	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 (**i.e., cover all (12) critical activities as outlined above.)**. The methodology is sufficiently flexible to accommodate changes that may occur during execution.
Score 90	The methodology approach is specifically tailored to address the specific project objectives and more **covers 12 critical activities and 2 non-critical as outlined above and makes provision for green economy / carbon footprint: environmental characteristics including, energy conservation and climate control**). The methodology is sufficiently flexible to accommodate changes that may occur during execution. The methodology approach presented by the tenderer indicates a good understanding of the project objectives and it is

	in line with the schedule and provide detail explanation on how the project will be managed in line with the schedule. The approach does also explain how time risk allowance is calculated. The methodology explains which are the long lead items and how they will be managed.
Score 100	The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of (**all 15 i.e. [twelve (12) critical and three (3) non-critical] activities aspects of the scope as outlined above, makes provision green economy / carbon footprint: environmental characteristics including, energy conservation and climate control and installation plus commissioning of voyage data recorder)**. The methodology approach details the commissioning procedures in line with the SAMSA requirements. The approach does also explain how time risk allowance was calculated. The methodology explains which are the long lead items and how they will be managed. The approach also explains how the commission and testing will be carried out. The methodology also takes into consideration the defect liability period and how defects will be attendant to during this period.

T2.2-05: Evaluation Schedule: Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or Microsoft Project. (NB: Transnet system only accept PDF documents, so document MUST all be in PDF)

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

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 key milestones, activities & information related to the following –

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

Resourcing & Equipment:

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

The Programme to indicate the following Columns as a minimum Requirement:

Activity Name	Duration	Start Date	Finish Date	Predecessor	Successor	Float	Calendar	Resources	cashflow

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.
- 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.

The table below provides the allocation of points:

	Evaluation Criteria	**Weighting**
1	Starting date and completion date are stated, total overall duration the programme does not exceed 30 months.	1
2	Activities to be logically linked using critical path method (CPM). Show the Critical path, Predecessors and Successors Column.	2
3	All activities as per level 4.	2
4	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date.	1
5	All activity durations can be measured in days, Weeks, and Months. (Show the duration Column).	2
6	The Bidder is required to produce at minimum a program that is compatible with MS Project or Primavera (Software) in PDF.	2
	TOTAL	**10**

The scoring of the Programme will be as follows:

No.	No response/ Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0)	**(40)**	**(70)**	**(90)**	**(100)**
1. Starting date and completion date are stated, total overall duration the programme does not exceed 30 months.	**No** Response or Starting date and completion **date not shown** = 0	Starting date and completion date with **total overall duration** is **more than 30 months** = 40	Starting date and completion date with **total overall duration** is **30 months** = 70	Starting date and completion date with **total overall duration** is **less than 30 months; but greater and/or equal to 28 months** = 90	Starting date and completion date with **total overall duration** is **less than 28 months** = 100
2. Activities to be logically linked using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column.	**No** response or programme does **not link activities using CPM** = 0	All Activities on Critical Path are partially linked using CPM. They are partially linked where the open ends are on **Predecessors or Successors or the open ends are on both the Predecessors and Successors** (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 40	All Activities properly linked using CPM and **no open ends in between Predecessors and Successors** (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 70	All Activities properly linked using CPM and **no open ends in between Predecessors and Successors** (Show the Critical path, Predecessors and Successors Column or Gantt Chart) **No Manual Mode activities** = 90	All Activities properly linked using CPM and **no open ends in between Predecessors and Successors** (Show the Critical path, Predecessors and Successors Column or Gantt Chart) **No Manual Mode activities and No linking on WBS** = 100

3. All activities as per level 4 programme	**No** response or **partially complete** or schedule submission is not level 4 or 3 or 2 (i.e., **Level 1**) = 0	The schedule is detailed (**level 3 or Level 2**) = 40	The schedule is complete and detailed (**level 4**) = 70	The schedule is complete and detailed **Level 4 and Key Milestones** = 90	The schedule is complete and detailed **Level 4, Key Milestones and Basis of schedule** = 100
4. The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date.	**No** response or activities calendar date **not** submitted = 0	The TNPA activities calendar on the schedule should represent the actual **Weekends or Public holidays are marked as working days** / **Weekends and Public holidays are marked as working days** from start to finish date = 40	The TNPA activities calendar on the schedule should represent the actual **Weekends, public holidays they are marked as non-working days** from start to finish date = 70	The TNPA activities calendar on the schedule should represent the actual **Weekends, public holidays, and builders break are marked as non-working days** from start to finish date = 90	The TNPA activities calendar on the schedule should represent the actual **Weekends, public holidays, and builders' breaks are marked as non-working days and Time Risk Allowance (TRA)** from start to finish date = 100
5. All activity durations can be measured in days, Weeks, and Months. (Show the duration Column).	**No** response and Activities duration **not** Show the duration Column = 0	All Activities durations to be realistic are broken down into **Month or Weeks / Months and Weeks** (Show the duration Column = 40	All activities durations to be realistic are broken down into **Months, Weeks, and days** (Show the duration Column) = 70	All activities durations to be realistic are broken down into **Weeks and days or Months and days** (Show the duration Column) = 90	All activities durations to be realistic are broken down into **days** (Show the duration Column) = 100
6. The Bidder is required to produce at minimum a program that is	**No** response = 0	Program submitted is not compatible **with**	Submitted a minimum program that is compatible with	Submitted a minimum program that is compatible with **Microsoft Project**	Submitted a minimum program that is compatible with **Microsoft**

compatible with MS Project or Primavera (Software) in PDF.		**Microsoft Project nor Primavera P6 or** Programme is submitted in **Excel format** = 40	**Microsoft Project or Primavera P6** = 70	**or Primavera P6 including resource loading** (Shows the resource Column or Gantt Chart) = 90	**Project or Primavera P6 including resource loading and cashflow forecast** (Shows the resource and cost Column or Gantt Chart) = 100

Attached submissions to this schedule:

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-06: Evaluation Schedule - Quality Management Criteria (10 points)

Due consideration must be given to the deliverables required to Design, build, assembly, commissioning and delivery of Pilot Boat & Launch project as per the *General Quality Requirements for Contractors and Suppliers -TNPA-QUAL-REQ-014.1* (**Annexure 01)** to the Scope of Work), ISO 9001:2015 QMS requirements and should include:

1. **Project Quality Plan (PQP)** detailing at least three requirements of how the Contractor's Quality System will be applied to successfully execute the Scope of Work and be aligned to **Section 4.5, 4.6 & 5** of the General Quality Requirements for Contractors and Suppliers - **TNPA-QUAL-REQ-014.1** (**Annexure 01)** to the Scope of Work).
2. **Design and Development procedure** that is aligned with the requirements of section 8.3 of ISO 9001: 2015. As a minimum the procedure must cover ***planning, inputs, controls, outputs*** and ***changes.***
3. **Quality Control Plans -** A minimum of any three (QCPs) shall be in line with the scope of works detailing the Engineering works **(Equipment installations, Pilot Boat & Launch construction, Painting and corrosion protection, Pre-construction, Electrical).** These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.
4. **Experience of Quality Assurance Officer -** The Quality Officer MUST have a minimum of **five** years' quality experience in Ship building/Ship construction projects submitted in a Curriculum Vitae. The CV must detail the duties carried out on the Quality Officer role.
5. **Qualifications of Quality Assurance Officer–** a minimum Programme in Quality **OR** Diploma in Quality **OR** Technical Diploma (Mechanical or Structural or Marine engineering).

Index of documentation attached to this schedule:

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The scoring of the Quality Management will be as follows:

	Project Quality Plan (PQP) for the contract, which includes the following requirements: 1. Scope of work 2.Control of documented information 3. Resources 4. Audits 5.Control of nonconforming Outputs.	**Design and Development procedure** that is aligned with the requirements of section 8.3 of ISO 9001:2015. As a minimum the procedure must cover: 1. Planning. 2. Inputs 3. Controls 4. Outputs and 5. Changes.	**Quality Assurance Officer**		**Quality Control Plan (QCP) which includes the following requirements:** 1. Sequence of activities 2.Procedure/code specifications 3. Intervention points 4. Field inspection checklist 5. Relevant signatories (i.e. Contractor Rep, TNPA Rep, Classification Society Rep)
			Experience: The Quality Officer MUST have a minimum of five years' quality experience in Ship building/Ship construction projects submitted in a Curriculum Vitae	**Qualifications:** Minimum Programme in Quality or Diploma in Quality or Technical Diploma (Mechanical or Structural or Marine engineering).	
Points (10)	**1**	**1**	**3**	**3**	**2**
Score (0)	**No submission/ Irrelevant/Inadequate Information is submitted**				

Score (40)	Project Quality Plan contains **any two (2) of the five (5) PQP** requirements.	Design and development procedure contains **any two (2) of the five (5) Design and development** procedure requirements.	The resource has **one (1) to four (4) years** Quality experience in Ship building/Ship construction projects	Submitted ISO certificates are superseded by ISO 9001:2015 QMS Implementation and Auditing OR Submitted ISO certificates are ISO 9001:2015 QMS Implementation and Auditing. (Done through a period of 5-days)	Quality Control Plan contains **any two (2) of the five (5) QCP** requirements.
Score (70)	Project Quality Plan contains **any three (3) of the five (5) PQP** requirements.	Design and development procedure **contains any three (3) of the five (5) Design and development** procedure requirements.	The resource has **more than four (4) years** to **seven (7) years** Quality experience in Ship building/Ship construction projects	Minimum Programme in Quality **OR** Diploma in Quality **OR** Technical Diploma (Mechanical or Structural or Marine engineering) was submitted.	Quality Control Plan contains **any three (3) of the five (5) QCP** requirements.
Score (90)	Project Quality Plan contains **any four (4) of the five (5) PQP** requirements.	Design and development procedure contains **any four (4) of the five (5)** Design and development procedure requirements.	The resource has **more than seven (7) to ten (10) years of** Quality experience in Ship building/Ship construction projects	Minimum Programme in Quality **OR** Diploma in Quality **OR** MinimumTechnical Diploma (Mechanical or Structural or Marine engineering) **with** ISO 9001:2015 QMS certificate done in a 5-day period (QMS Implementation or Auditing) were submitted.	Quality Control Plan contains **any four (4) of the five (5) QCP** requirements.

Score (100)	Project Quality Plan contains **all five (5) of the PQP** requirements.	Design and development procedure contains **all five (5)** of the Design and development procedure requirements.	The resource has **more than Ten (10) years** of experience in Ship building/Ship construction projects.	MinimumProgramme in Quality **OR** Diploma in Quality **OR** Technical Diploma (Mechanical or Structural or Marine engineering). **With both** ISO 9001:2015 QMS and Auditing done in a 5-day period certificates were submitted.	Quality Control Plan contains **all five (5) of the QCP** requirements.

Attached submissions to this schedule: .....

.....

.....

.....

.....

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

I, _____ chairperson of the board of directors _____

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	**Address**	**Signature**	**Date**

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed		Date	
Name		Position	Sole Proprietor

T2.2-08: 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		

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

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-10: Risk Elements

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

If No Risks are identified "No Risks" must be stated on this schedule. Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1 and provide possible mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

T2.2-11: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works.*

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor	**Address**	**Nature of work**	**Amount of Worked**	**Percentage of work**

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

Name of Proposed Subcontractor	**Address**	**Nature of work**	**Amount of Worked**	**Percentage of work**

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military**

							Veterans
	□	□	□	□	□	□	□

Name of Proposed Subcontractor	**Address**	**Nature of work**	**Amount of Worked**	**Percentage of work**

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

Name of Proposed Subcontractor	**Address**	**Nature of work**	**Amount of Worked**	**Percentage of work**

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

T2.2-12: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-13 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

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 80/20 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included); **OR**
- 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:

Specific Goals	Number of points (80/20) preference system	Number of points (90/10) preference system
B-BBEE Status Level of Contributor 1 or 2	**04**	**02**
Local Content and Local Production	**06**	**03**
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs 51% black owned	**10**	**05**
Non-compliant and/or B-BBEE Level 3-8 contributors	**00**	**00**

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

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

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	• B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content Annexures: • (SDB 6.2, Annexure C, D & E)
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	• Sub-contracting agreement(s) • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.

Note: Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

Beyond the specific goals outlined above, job creation, subcontracting and NIPP were identified as conditions of the contract.

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

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

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

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

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

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: **Level 1 or 2** . = …… (maximum of **04 or 02** points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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: ……..

B1

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 interest2 in the enterprise,
employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

[2] 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.

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 consortium3 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

[3] 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.

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 bidde

T2.2-14: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**

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

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract. **Insert additional tables for each year of the contract period**:

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

Year 2	**Q1**	**Q2**	**Q3**	**Q4**
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				

Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

SBD 5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$5 million or other currency equivalent to US$5 million will have a NIP obligation. This threshold of US$5 million can be reached as follows:

(a) Any single contract with imported content exceeding US$5 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$5 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$5 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$5 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid number;
- Description of the goods or services;
- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

a. the Contractor and the DTI will determine the NIPP obligation;

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

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

Bid number …….. Closing date: ……
Name of bidder……
Postal address ……
……
Signature…….. Name (in print)……..
Date……..

T2.2-15 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, 96 Rissik Street ,Braamfontein, Johannesburg Gauteng, 2017

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	.....		

T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER: ADDRESS:

_____

_____

_____

Indicate nature of relationship with Transnet:

_____

_____

_____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of **T2.2-19** "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

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

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

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

T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:
_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-18 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) Tendering with the intention not winning the tender.

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

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-19 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.

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 ……..

T2.2-20 : 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

T2.2-21: 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 *Contractor* arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-22: 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 .....

T2.2-23: Foreign Exchange Requirements

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

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

Items & activities	Currency	Bank	Maximum payment

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

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

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

T2.2-24: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-25: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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.....

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: ***Design, build, assembly, commissioning and delivery of a Pilot Boat and Launch to the Port of Durban within a period of 24 Months***

Title of the Contract

The tenderer, identified in the Offer signature block, has 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.

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Date .....

Name & signature of witness	
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		
Name & signature of witness	*(Insert name and address of organisation)*	Date	

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....

On behalf of	*(Insert name and address of organisation)*	Transnet SOC Ltd
Name & signature of witness		
Date		

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	**A: Priced contract with activity schedule**
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	**X1: Price adjustment for inflation** **X2: Changes in the law** **X7: Delay damages** **X13: Performance Bond** **X14: Advance payment guarantee** **X16: Retention** **X18: Limitation of liability** **X17: Low performance damages** **Z: *Additional conditions of contract***
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
	10.1 The *Employer* is: Address	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)** Registered address: **Transnet Corporate Centre** **96 Rissik Street** **Braamfontein** **Johannesburg** **Gauteng, 2017**

	Having elected its Contractual Address for the purposes of this contract as:	**Transnet National Ports Authority** **eMendi Administration Building** **N2 Neptune Road, Off Klub Road** **Port of Ngqura** **Port Elizabeth** **6100**
10.1	The *Project Manager* is: (Name)	**Luvuyo Jekwa**
	Address	**Transnet National Ports Authority** **eMendi Administration Building** **N2 Neptune Road, Off Klub Road** **Port of Ngqura** **Port Elizabeth** **6100**
	e-mail	**Luvuyo.Jekwa@transnet.net**
10.1	The *Supervisor* is: (Name)	**Ntuthuko Tshabalala**
	Address	**Transnet National Ports Authority** **Port of Durban, Marine Service Building** **Small Craft Basin-R-Shed** **Durban** **4001**
	e-mail	**Ntuthuko.Tshabalala@transnet.net**
11.2(13)	The *works* are	**Design, build, assembly, commissioning and delivery of a Pilot Boat and Launch to the Port of Durban within a period of 24 Months.**
11.2(14)	The following matters will be included in the Risk Register	**No additional data is required for this section of the conditions of contract.**
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1." Description of the Site and its surroundings"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**

13.1	The *language of this contract* is	**English, NEC ECC Clause 13.1**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**Within 24 months, date-TBC**
11.2(9)	The *key date*s and the *condition*s to be met are: **Pilot boat and Launch**	

	***Condition* to be met**	***key date***
1	**Design**	TBC
2	**Built**	TBC
3 4 5	**Assembly** **Commissioning** **Delivery**	TBC TBC TBC

30.1	The *access dates* are	

	Part of the Site	**Date**
1	**Design**	TBC
2	**Built**	TBC
3 4 5	**Assembly** **Commissioning** **Delivery**	TBC TBC TBC

31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date, aligned to the activity schedule in respect of work and timelines**
31.2	The *starting date* is	**TBC**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**2 weeks.**
4	**Testing and Defects**	
42.2	The *defects date* is	**52 (fifty-two) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**2 weeks**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**

51.2	The period within which payments are made is	**Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**the prime lending rate of the South African Reserve Bank**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **A weather measurement is recorded :** • **within the calendar month** • **before the completion for the whole of the works, and** • **at the place stated in the contract data.** **The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time** **and these measurements:**
	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Durban and Contractor's premise**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**No additional data is required for this section of the *conditions of contract***

84.1	The *Employer* provides these insurances from the Insurance Table		
	1	Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
		Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
		The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability**
	2	Insurance against:	**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
		Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
		The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**
	3	Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
		Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
		The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**
	4	Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
		Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**
		The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**

	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.** **3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor** **4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.**

		5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement **6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000** **7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.***
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.2	The insurance against loss of or 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**	

A	**Priced contract with Activity Schedule**	**No additional data is required for this Option.**		
60.6	The *method of measurement* is	**The activity schedule have been measured in accordance with SANS 1200 unless indicated otherwise.**		
11	**Data for Option W1**			
W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***		
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**		
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**		
W1.4(2)	The *tribunal* is:	**Arbitration**		
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**		
	The place where arbitration is to be held is	**Durban, South Africa**		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**		
12	**Data for secondary Option clauses**			
X1	**Price adjustment for inflation**			
X1.1(a)	The *base date* for indices is	**A month before the tender closes**		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	**Pro-portion**	**linked to index for**	**Index prepared by**
		37.60%	**Labour (People)**	**SEIFSA Table C3**
		12.50%	**Material**	**SEIFSA Table E-EX**
		8.30%	**Equipment**	**SEIFSA Table U**

		41.60%	**Foreign Component**	**Exchange rates**
		0,15	**Non-adjustable**	
X2	**Changes in the law**	**No additional data is required for this Option**		
X7	**Delay damages**			
X7.1	Delay damages for Completion of the whole of the *works* are	**R 23,125.00 per day**		
X13	**Performance bond**			
X13.1	The amount of the performance bond is	**10% of the total of the Prices**		
X14	**Advance Payment**			
X14.1		**The employer will make an advanced payment of 10%, however the percentage can be increased or decreased subject to the contractor issuing the Employer with an equivalent percentage Advanced Payment Bond**		
X16	**Retention**			
X16.1	The retention free amount is The retention percentage is	**Nil** **5% on all payments certified.**		

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

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

Z1	**Obligations in respect of Job Creation**	
Z1.1		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.**
Z1.2		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.
Z1.3		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.
Z2	**Additional clause relating to Performance Bonds and/or guarantees**	
Z2.1		**The Performance Guarantee under X13** and **Advance Payment Guarantee X14** above shall be an irrevocable, on-demand performance and advance payment guarantees, 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.

Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.
The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituent's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  - **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.
Z3.2		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.*
Z4	**Additional obligations in respect of Termination**	
Z4.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2	**Termination Table**	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	

Z5.1		The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations: 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.
Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		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.
Z7	**Protection of Personal Information Act**	
Z7.1		The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z8	**BBBEE Clauses**	
Z8.1		The employer encourages its Contractors to constantly strive to improve their B-BBEE Contributor Status Levels.

Z9	**Subcontracting Clauses**	
Z9.1		It will be a material term of this contract that the Contractor must subcontract a minimum of 30% of the value of the contract to South African companies which are EMEs and/or QSEs black owned. The Contractor's Subcontracting percentage as detailed in the tender **submission Returnable T2.2-11** 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. The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor. 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 T2.2-11,** 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. 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

Z10 Hedging and Exchange Rate

Z.10.1 Fluctuations in the foreign exchange rates above will be treated as a compensation event based on the actual cost of the Forward Exchange Contract (Forward Cover) arranged by the contractor, if instructed to do so by the Project Manager, in accordance with the conditions stated hereunder.

Z.10.2 The contractor shall obtain a quote for a Forward Exchange Contract (Forward Cover) in respect to the imported Goods from a recognised financial institution for comparative purposes within four weeks of the Contract Date and must submit this to the Project Manager for acceptance before it is entered into. If accepted by the Project Manager, this will be a compensation event and the Prices will be increased or reduced accordingly and the Project Manager will not accept any further changes in prices due to exchange rate fluctuations as thereafter the total of the Prices will be fixed in Rands (ZAR). The resulting compensation event will be based on an actual Forward Exchange Contract (FEC) between the contractor and a recognised financial institution accepted by the Project Manager.

Z.10.3 It shall be the contractor's responsibility to liaise directly with Zander Grobler zanda.grobler@transnet.net,Transnet Treasury, to finalise the foreign currency hedging process (Forward Exchange Contract) to be entered into by the Supplier.

Z.10.4 If the contractor fails to provide the Forward Exchange Contract (Forward Cover) within four weeks of the Contract Date, the Project Manager will assess this compensation event based on his own assessment of the foreign currency cash flow and projected forward rates.

Z.11	**National Industrial Participation program**	TNPA is required to implement the National Industrial Participation Programme ("NIPP") as special condition of the tender. The Industrial Participation is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilizing the instrument of government procurement. The National Industrial Participation Programme ("NIPP") is applicable to all government procurement contracts that have an imported content, whereby the imported content is equal to or exceeding US$ 5 million or other currency equivalent to US$ 5 million. All tenders with an estimated value of US$ 5 million or more imported content, must be advertise with a condition that the winning bidder is expected to negotiate and enter into a NIPP obligation agreement with the Department of Trade, Industry and Competition (DTIC) before the signing of the contract. For more information related to the NIPP, refer to Standard Bidding Document (SBD 5).
Z12	**Incoterms**	
Z12.1		The Employer selected **DDP – Delivered-duty Paid Incoterm:**
Z12.2		The **seller's obligation** entails exporting, shipping, insurance, import customs clearance, duties, taxes (VAT/GST), and transportation to the final destination, unloading the goods at the final destination.
Z12.3		All costs and risks shall be of the contractor until the Pilot boat and launch are successfully delivered and commissioned at the Port of Durban-Berth A.

Z13	**Price**	includes all **applicable taxes (VAT, import taxes/customs tax etc)** less all unconditional discounts.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	**Statement**	**Data**
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .

11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	**Priced contract with activity schedule**			
11.2(20)	The *activity schedule* is in			
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**		
	Data for Schedules of Cost Components	*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.*		
A	**Priced contract with activity schedule**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	

62 in SSCC	The percentage for design overheads is	**%**
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

B	**Priced contract with Activity schedule**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	
62 in SSCC	The percentage for design overheads is	**%**		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

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/2026/09/0002/114830/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)		

C1.3 Forms of Securities

Pro formas for Guarantees

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 may include the following Options:

Option X14 **Advanced payment to the *Contractor***

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

The organisation providing the guarantee does so by copying the pro forma document onto it's 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.

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

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

Bank ref no. **[•]**

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
96 Rissik Street
Braamfontein
Johannesburg
Gauteng, 2017

Date: **[•]**

Dear Sirs,

Advanced Payment Guarantee for Contract No. [TBA]

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 *goods and services* from the Contract Data} (the *goods and services*).

I/We the undersigned **[•]**

on behalf of the Surety **[•]**

of physical address **[•]**

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

1. The terms *Employer*, *Contractor*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be

pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

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 Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this Advance Payment guarantee.

4. This guarantee expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Employer* in terms of the Contract, or liquidated by deductions from other payments due to the *Contractor.*

5. The amount of the guarantee shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *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.

6. Our total liability hereunder shall not exceed the sum of ..... (R .....) which is equal to the advance payment.

7. This Advanced Payment Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this ..... day of ..... 202_

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

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	2

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assess it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006 and April 2013) (NEC) Option A states:

Identified and defined terms 11 11.2

(20) The **Activity Schedule** is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Pricing Schedule unless later changed in accordance with this contract.

1.2 Measurement and Payment

1.2.1 The **Activity Schedule** provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Pricing Schedule.

1.2.3 The Pricing Schedule work breakdown structure provided by the *Contractor* is based on the Pricing Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Pricing schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Pricing Schedule summates back to the Pricing Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to assessing the amount due:

1.2.5 The amount due is the price Work Done to Date plus other amounts to be paid to the contractor less amounts to be paid by or retained from the contractor. Any tax which the law requires the Employer to pay to the Contractor included in the amount due.

1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule 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 Activity Schedule. The Activity Schedule is only a pricing document.

C2.2 Pricing Schedule-Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule. The tenderer must price for the Scope of Work set out in section C3. The activities set out in this activity schedule are deemed to cover the full scope of works set out in C3. In the event an activity is not priced for, the *Employer* will deem it as being included in the total price.

Item No.	Description	Unit	Qty	Total Amount
1	**Preliminaries and General**			
1.1	**Fixed Charged Items**			
1.1.1	Contractual requirements	Sum	1	
1.1.2	All other Contractual and legal requirements incl. safety, insurances, compensations	Sum	1	
1.1.3	Preparation and Maintenance of Quality Control Plan (QCP)	Sum	1	
1.1.4	Site Establishment	Sum	1	
1.1.5	Removal of Site Establishment	Sum	1	
1.1.6	Tools and equipment	Sum	1	
1.1.7	Plant Mobilisation	Sum	1	
1.1.8	Plant Demobilisation	Sum	1	
1.1.9	Water supplies, electric power and communications connection	Sum	1	
1.1.10	Permits and site access	Sum	1	
1.1.11	Environmental Management	Sum	1	

	Compliance (Compliance to TNPA CEMP, SES and Environmental Legislations)			
1.1.12	Occupational Health and Safety File	Sum	1	
1.1.13	Health and Safety compliance (incl. PPE, harnesses, etc.)	Sum	1	
1.1.14	Rehabilitation of site.	Sum	1	
1.2	**Time Related Items**			
1.2.1	Contractual Requirements	Monthly	24	
1.2.2	Environmental Management	Monthly	24	
1.2.3	Tools, Equipment and Plant	Monthly	24	
1.2.4	Supervision for the duration of the contract	Monthly	24	
1.2.5	On site staff	Monthly	24	
1.2.6	Occupational Health and Safety	Monthly	24	
1.2.7	Water supplies, electric power, communications, dealing with water and access	Monthly	24	
Total Carried Forward to Section Summary				

Pilot Boat				
Item No.	**Description**	**Unit**	**Qty**	**Total Amount**
2	**Execution**			
2.1	On the submission of the approved advance payment guarantee (*Signing of Contract*)	Sum	1	
2.2	On approval of design (*Design Phase and Engineering Support*)	Sum	1	
2.3	On start of steel cutting	Sum	1	
2.4	On laying of the keel vessel, (start of construction)	Sum	1	
2.5	On completion of the hull, decks bulkheads & outfitting	Sum	1	
2.6	On successful testing & delivery of main engines to the shipyard	Sum	1	
2.7	On Commissioning of Systems/Plant	Sum	1	
2.8	Completion of SATS and HATS	Sum	1	
2.9	Handover of Completed Vessel	Sum	1	
Total Carried Forward to Section Summary				

Launch Boat				
Item No.	**Description**	**Unit**	**Qty**	**Total Amount**
3	**Execution**			
3.1	On the submission of the approved advance payment guarantee (*Signing of Contract*)	Sum	1	
3.2	On approval of design (*Design Phase and Engineering Support*)	Sum	1	
3.3	On start of steel cutting	Sum	1	
3.4	On laying of the keel vessel, (start of construction)	Sum	1	
3.5	On completion of the hull, decks bulkheads & outfitting	Sum	1	
3.6	On successful testing & delivery of main engines to the shipyard	Sum	1	
3.7	On Commissioning of Systems/Plant	Sum	1	
3.8	Completion of SATS and HATS	Sum	1	
3.9	Handover of Completed Vessel	Sum	1	
Total Carried Forward to Section Summary				

Section Summary

Section No.	Final Summary	Amount
1	Section 1 - Preliminaries and General	
2	Section 2 – Pilot Boat	
3	Section 3 – Launch Boat	
	Total Price Carried to Form Offer and Acceptance (Excluding VAT)	

* This activity schedule is based on the initial scope of work as agreed on. Scope and timelines for deliverables may be modified due to changes in circumstances, with written consent required from both parties.

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	*Employer's* Works Information	34
C3.2	*Contractor's* Works	1
	Total number of pages	**39**

C3.1 *EMPLOYER'S* WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

Transnet National Ports Authority (TNPA), has embarked on a journey to replace pilot boat and launch boat that have reached the end of their useful life to ensure the continued safety, efficiency, and reliability of marine operations across South African ports. Aging crafts often experience reduced mechanical performance, increased maintenance costs, and operational downtime, which can compromise port service levels and vessel turnaround times. Furthermore, obsolete vessels may not comply with evolving environmental and safety standards set by the International Maritime Organization (IMO) and local regulations. Replacing such assets with modern, fuel-efficient, and technologically advanced tugs supports TNPA's strategic objectives of operational excellence, sustainability, and service reliability within its port system (TNPA, 2024).

PORT	CRAFT NAME	BUILT IN	CURRENT AGE							
			23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31
RCB	JOJOSI	2008	15	16	17	18	19	20	21	22
DBN	LUFAFA	2009	14	15	16	17	18	19	20	21
	BALLITO	1971	52	53	54	55	56	57	58	59
EL	/									
NGQ	TSITSIKAMA	2004	19	20	21	22	23	24	25	26
PE	IVUBU	1995	28	29	30	31	32	33	34	35
MB	/									
CPT	PLOVER	2013	10	11	12	13	14	15	16	17
	BISHOP	2013	10	11	12	13	14	15	16	17
SLD	AVOCET	2014	9	10	11	12	13	14	15	16

Figure 1: Pilot Boat Age Analysis

The Employer intends to modernize and upgrade its ageing pilotage and launch fleet to achieve the reliability and availability required to deliver the standard of customer service to which it aspires.

The required *Services* is to appoint a *Contractor* to undertake the Design, Build, Assemble, Paint, Commission, Deliver and Operationalize a Pilot Boat and Launch. All the *Works* required shall be undertaken in accordancewith International Marine Organisation (IMO), South African Maritime Safety Authority (SAMSA) regulations, Classification Societies and other relevant legislation. 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;

- The *Contractor* will be required to ensure that pilot boat and launch 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* and also to establish pilot boat and launch requirements and update method statement accordingly to address their functional requirements.

- The *Contractor* will develop the cost estimate of the for-pilot boat and launch as per the provided activity schedule

- Upon commission of the pilot boat and launch, the *Contractor* will be required to conduct harbour and sea- trials in accordance with the Class Society standards and handover the pilot boat and launch to EMPLOYER for acceptance.
- The Contractor shall supply all critical spare parts in accordance with the applicable Classification Society requirements for this type of craft

1.2 *Employer's* objectives

The *Employer*'s objectives are:

To procure a pilot boat and launch , both crafts shall be built and **delivered in fully operational condition** in accordance with the specifications issued by EMPLOYER within 24 Months from the contractual start date. The ship builder must ensure:

- Strictly compliance to the Technical Specification.
- Maximum standardisation is required on all subsystem irrespective of the type of crafts
- 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
- Compliance Collision Regulation (ColReg)

The *Contractor* is to take the following guiding principles into consideration when undertaking the *Works*

- The tugs must be strictly in accordance with the technical specification provided with this *Works Information;*
- Maximum standardisation is required of all sub-systems irrespective of the type of proposed tug.

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
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
FEQ	Field Engineering Query
GA	General Arrangement Drawing
ID	Personal identification document
IMO	International Maritime Organisation
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IP	Industrial Participation
ISO	International Standard Organisation
MARPOL	Marine Pollution
MSL	Mean Sea Level
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SAMSA	South African Maritime Safety Authority
SHE	Safety, Health & Environment
SOLAS	Safety of life at Sea
EMPLOYER	Transnet National Ports Authority
USB	Universal Serial Bus
ROM	Read only Memory

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
FBS	

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

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

- *Work Information*
- Technical Specification for Pilot Boat and Launch.

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 (Design, Build, Assemble, Paint, Commission, Deliver and Operationalize pilot boat and launch, to Operate Within The Transnet National Ports Authority) and 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 pilot boat and launch 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 USB to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

2.3.3 All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (PDF) and native file format

2.3.4 Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of responsibility for the correctness of information, or conformance with his obligation to provide the *Works*. This obligation rests solely with the *Contractor*.

2.3.5 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.

2.3.6 The *Contractor* shall allow the *Project Manager,* **2 weeks** (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the *Project Manager* to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

2.3.7 On receipt of the reviewed documentation, the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

2.3.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

2.3.9 The *Contractor* is required to undertake design safety reviews with the *Project Manager*, the NEC Supervisor, the *Employer's Engineer's* and Professional team, the *Employer's* Health and Safety Officers, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the Works.

2.3.10 The *Contractor* shall further conform to the requirements of health and safety as applicable and as directed by the Project Manager.

2.3.11 The *Contractor* shall submit all designs, drawings and details of plant including detailed technical specifications to the *Project Manager* for acceptance by the *Employers* engineer prior to the procurement of any items of plant.

2.3.12 Documentation Submission

The Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, 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 01 (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); and
- MARPOL Annex VI (Emission Control)
- ISO 799-1 / ISO 799-2 (Pilot Ladder Standards)
- COLREGS (Navigation Rules)
-

2.5.2 The *Contractor* will be responsible to provide the following as part of the designs

- A guaranteed supply of spares;
- Continuous technological upgrades to reduce costs and increase efficiencies;
- The design philosophy must thus cater for future technological changes and green energies.
- The development of and continuous amendments to maintenance plans [as incorporated in the tug manual] to guarantee performance requirements, thereby reducing costs; and

- Specialised induction training in relation to tug operations, as required by the *Employer*.

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 As-built drawings, operating manuals and maintenance schedules

2.8.1 The *Contractor* provides the following:

Chief Harbour Master department will utilize document control system or the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employer's* agent instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices)

will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

2.8.2 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.

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

- Descriptive Information

This section shall comprise at least the following:

- General Description
- Design Parameters
- Bollard Pull(where applicable)
- Installed Capacities
- Principal Components
- Electrical Board Schematics
- Control Schematics
- Plant Data Comprising

This section shall comprise at least the following:

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

Complete instructions for all Plant including:

- Starting and Stopping Procedures.

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

Reference documents to include:

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

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

- Descriptive Literature
- Catalogue Cuts, Brochures or Shop Drawings
- Dimensioned Drawings
- Materials of Construction
- Parts Designations
- Operating Characteristics
- Performance Tables and Charts
- Performance Curves
- Pressure, Temperature, and Speed Limitations
- Safety Devices

- Plant Operating Instructions
- Pre-start Checklist
- Start-up Procedures
- Inspection during Operation
- Adjustment and Regulation
- Testing
- Detection of Malfunction
- Precautions

o Inspection Instructions and Procedures

- Normal and Abnormal Operating Temperature, Pressure and Speed Limits.
- Schedule and Manner of Operation
- Detection Signals

o Maintenance Instructions and Procedures

- Schedule of Routine Maintenance.
- Procedures.

- Troubleshooting Chart.

o Parts List

o Service Contracts

2.8.4 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.*

2.8.5 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.

2.8.6 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.

2.8.7 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.

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

2.8.9 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..

2.8.10 **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.

2.8.11 **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 Restrictions to access on Site, roads, walkways and barricades

3.1.3 The *Contractor* must ensure that his/her staff appointed on the project obtain valid security access to be able to enter the Ports on daily basis.

3.1.4 The *Contractor* will be required to attend *Employer* induction prior to access the site or start performing the work. The Contractor must make necessary allowance for interface with other work executed by others for safe working procedure. During delivery and installation of equipment, the Contractor should adhere to the safety measures put in place by Transnet while working within the work vicinity.

3.1.5 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.*

3.1.6 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.

3.1.7 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 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.

3.1.8 People restrictions on Site; hours of work, conduct and records:

- normal working hours for the Project Team are from 08:00 to 16:30, Monday to Friday (inclusive). All communication with the TNPA Project Team should take place strictly within these hours.

  Transnet National Ports Authority (TNPA) enforces a strict Health and Safety Policy. No individual may access or undertake any work on-site without first completing the mandatory safety induction

  For any port visits by the Contractor meeting with the Project Team, site access will be arranged by the Project Manager. Contractors are therefore required to make prior arrangements with the Project Manager to facilitate access.
- 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.
- 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.

3.1.9 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.*

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

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

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

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

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

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

Cooperating with and obtaining acceptance of others

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

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

- *Employer* Chief Harbour Master Department

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

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

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

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

3.1.11 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*.

3.1.12 *Contractor*'s Equipment

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

3.1.13 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.

3.1.14 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.

3.1.15 The *Employer* provides the following Equipment on the Site for the *Contractor*'s use:

None

3.1.16 The *Contractor* complies with the following conditions in using the *Employer*'s Equipment:

No equipment will be provided by the *Employer*

3.1.17 Site services and facilities:

The *Employer* will show the *Contracto*r 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.

3.1.18 The *Employer* provides the following facilities for the *Contractor*:

None

3.1.19 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*.

3.1.20 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.

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

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

3.1.22 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.

3.1.23 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*.

3.1.24 Existing premises, inspection of adjoining properties and checking work of Others

N/A

3.1.25 Survey control and setting out of the *works*

3.1.26 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

3.1.27 The *Contractor* complies with the following requirements

Occupational Health and Safety Act 85 of 93

3.1.28 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

3.1.29 The *Contractor* complies with the following:

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

The NEMA should include but not limited to the following:

- Air Quality Management
- Pollution control
- Waste management
- Water management

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

3.1.31 The *Contractor* complies with the following:

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

3.1.32 The Contractor should adhere to the accepted programme.

3.1.33 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:

3.1.34 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 i*ncluding 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, HATs 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 a 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 E*mployer* 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 tender training course, to train on site at least five crew members per tug, as nominated by the User (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

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

3.2.13 Take over procedures

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

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

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

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

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

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

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

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

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

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

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

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

3.2.21 Performance tests after Completion

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

4 Plant and Materials Standards and Workmanship

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

4.1.2 The *Contractor* shall make all necessary planning provision for labour, equipment, material and execution of the Works.

4.1.3 All materials shall be of the quality specified and the *Contractor* shall, upon request of the *Project Manager*, furnish him with proof to his satisfaction that the materials are of the specified quality. The *Project Manager* is not responsible for Quality Assurance on behalf of the *Contractor* but shall be entitled to judge unsatisfactory work.

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

4.1.5 No Plant or Materials will be provided "free issue" by the *Employer*

4.1.6 The *Contractor* provides all Plant and Materials necessary for the *Works*.

4.1.7 The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the *Works*.

4.2 Investigation, Survey and Site Clearance

4.2.1 The *Contractor* will be responsible for setting out the *Works*.

4.2.2 The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.

4.2.3 Prior to commencing the *Works* the *Contractor* records any defects or inaccuracies related to the existing structures, paving, etc. and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the *Works* and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

4.3 Electrical & Mechanical engineering works

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

South African National Standards

Standard No.	Description
SANS 10400	The Application of the National Building Regulations
SANS 347:2012	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 62	Steel pipes - Part 1 and 2
SANS 10142	Code of Practice for the Wiring of Premises
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles

SANS 10140	Identification Colour Marking
SANS 8501-3	Preparation of Steel Substrates Before Application of Paints and Related products
SANS 10142-1	The Wiring of Premises Part 1: Low Voltage Installations
SANS 1109-1	Pipe Threads Where Pressure-Tight Joints are Made on the Threads

Other Specifications

Specification No.	Description
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009
OHSACT OF 1993	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

Merchant Shipping Act, Act 57 of 1951, as amended.

Merchant Shipping (National Small Vessel Safety) Regulations, 2007

Collision Regulations, 2005

Maritime Occupational Safety Regulations, 1994

Marine Notice 13

Ship Registration Act, 1998 and Ship Registration Regulations, 2002

Merchant Shipping (Licencing of Vessels) Regulations, 2002

Tonnage Regulations, 1986

Load Line Regulations, 1968

Merchant Shipping (National Small Vessel Safety), Regulations, 2007 or Collision Regulations, 1996

The vessel complies with applicable provisions of the Construction Regulations, Load Line Regulations, Safety of Navigation Regulations and Life Saving Appliances Regulations, 1968.

The vessel complies with applicable provisions of the Collision Regulations, 2005.

The vessel complies with applicable provisions of the Merchant Shipping (Radio Installation) Regulations, 2002.

The vessel complies with applicable provisions of the Crew Accommodation Regulations, 1961.

The vessel complies with applicable provisions of the MARPOL Convention 73/78, as amended.

Construction Regulations, Reg 152 – Hydraulic Testing of Boilers, etc. (Pressure Vessels).

Construction Regulations, Reg 153 – Safety Valves

Construction Regulations, Reg 155 – Main Engines

Construction Regulations, Reg 156 – Bilge Pumping Arrangements

Construction Regulations, Reg 157 – Fuel Tanks

Construction Regulations, Reg 158 – Underwater fittings (NB - Load Line Regulations may also apply)

Construction Regulations, Reg 160 – Refrigeration System

MARITIME OCCUPATIONAL HEALTH AND SAFETY AMENDMENT REGULATIONS, 2021

4.4 Process control and IT works

As per the Tugs specification

5 List Of Drawings

5.1 Drawings issued by the *Employer*

NIL

Drawing number	Revision	Title
NIL		

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	*Employer's* office and the *Contractor's* Office	Project Manager, Planner, Quantity Surveyor, Supervisor, Senior Manager Fleet and Contractor (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	*Employer's* office and the *Contractor's* Office	Project Manager, Planner, Quantity Surveyor, Supervisor, Senior Manager Fleet and Contractor (appropriate key persons)
SHE meeting	Once a Month	*Employer's* office and the *Contractor's* Office	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: TNPA DocControl Group Mailbox, The *Contractor* documentation 'Starter Kit' will be issued at the kick-off meeting following award. The project number shall be indicated on the subject line for all correspondence with EMPLOYER. All correspondence between the *Contractor* and EMPLOYER shall be directed to the *Project Manager*.

6.2.2 In undertaking the '*Works*' the Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *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 s*hall 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, safetyand 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, safetyand environmental contained in the Programme Health, Safety and Environmental Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health, Safety and environmental plans and environmental legislations as required.

6.3.8 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

6.3.9 The *Contractor* performs the *works* having due regard to the HSSP.

6.3.10 The HSSP will be sent with the *Works Information* NEC Part C3 tender document, refer to annexure B with SHE specification attached.

6.3.11 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

6.3.12 The *Contractor* makes the SHE management plan available to its employees and Subcontractors in the *language of this contract* and other local languages as required

6.3.13 The *Contractor* completes a DSTI prior to carrying out any operation on the Site and/or Working Area to the approval of *Project Manager* or other named person acting on his behalf

6.3.14 The lines of communication of the various personnel under the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP are contained within Annexure A.

6.3.15 The roles and responsibilities of the various personnel under the *Project Manager* with respect to the SMP and health and safety issues are as stated in the following table:

Roles and Responsibilities	
Project Manager	• Oversee the execution of deliverables • PM will manage the risks originating from the project respective activities. • Guiding the *Contractor* to ensure all works conform to EMPLOYER safety processes and systems • Convening of Progress, Risk, Early Warning and other site issues
Employer's Engineer	• Oversee the quality management plan • Ensures that the *Contractor* complies with the Specification and attends health and safety risk mitigation meetings
Risk Control Officer	• Ensures that the *Contractor* complies with all health and safety regulations • Attend risks meeting during the progress of the project
Supervisor	• Ensures that the *Contractor* complies with the Specification and attends health and safety risk mitigation meetings
Environmental Officer	• Ensures that the Contractor complies with all environmental regulations and legislations

	Attend risks meeting during the progress of the project
Project Planner	• to track the day-to-day progress of the project.
Cost Engineer	• will be responsible for onsite tracking of the Bill of Quantity and the other will be responsible for managing the approved budget and relocation of the costs.
Contract Administrator	• will be responsible for the management of the Project Manager's Instruction logs including Compensation Events, and Early Warnings.

6.4 Environmental constraints and management

6.4.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SHE specification attached.

6.4.2 The SHE specification describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

6.4.3 The overarching obligations of the *Contractor* under the SHE specification before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor*.

6.4.4 Where relevant, method statements, as detailed in the SHE specification, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of storage area
- Hazardous and non-hazardous solid waste management
- Dust control

- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer

6.4.5 The *Contractor* to ensure monitoring of environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc.

6.4.6 During the construction period, the *Contractor* complies with the following:

- A copy of SHE plan shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including *Subcontractors* and their staff) as well as suppliers are familiar with and understand the specifications contained in the SHE plan.
- Environmental Management Plan must be submitted and approved at least 20 days prior to the proposed commencement of the activity.
- Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities..
- The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the SHE specification before they arrive at Site and off load any Materials.

6.4.7 The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the SHE plan

6.4.8 The *Contractor* makes copies of the, SHE plan available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including *Subcontractors*) are familiar with and understand the requirements of the SHE plan.

6.4.9 The *Contractor* complies with the following:

- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate Environmental Management Plans describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved.
- The lines of communication of the various personnel under the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the SHE plan are contained within Annexure A, see SHE specifications. For organogram, refer to annexure A.

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

6.5 Quality assurance requirements

The Contractor shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (TNPA-QUAL-REQ-014.1).

The Contractor's Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The Contractor submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

a) **Project Quality Plan (PQP)** detailing at least three requirements of how the Contractor's Quality System will be applied to successfully
b) Execute the Scope of Work and be aligned to **Section 4.5, 4.6 & 5** of the General Quality Requirements for Contractors and Suppliers - **TNPA-QUAL-REQ-014.1** (**Annexure 01)** to the Scope of Work).
c) **Design and Development procedure** that is aligned with the requirements of section 8.3 of ISO 9001: 2015. As a minimum the procedure must cover ***planning, inputs, controls, outputs*** and ***changes.***
d) **Quality Control Plans -** A minimum of any three (QCPs) shall be in line with the scope of works detailing the Engineering works **(Equipment installations, Tug construction, Painting and corrosion protection, Pre-construction, Electrical).** These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.
e) **Experience of Quality Assurance Officer -** The Quality Officer MUST have a minimum of **five** years' quality experience in Ship building/Ship construction projects submitted in a Curriculum Vitae. The CV must detail the duties carried out on the Quality Officer role.
f) **Qualifications of Quality Assurance Officer–** a minimum Programme in Quality **OR** Diploma in Quality **OR** Technical Diploma. In addition to the minimum qualification submitted, a tenderer must submit a 5-days ISO 9001:2015 Quality Management System (QMS) training

certificates (QMS Implementation **OR** QMS Auditing). Proof of these qualifications and certificates must be attached.

6.5.1 **Project Quality Plan**

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the Employer to the Contractor are to be managed. 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.

The Employer indicates those documents required to be submitted for 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 Employer 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.

6.5.2 **Quality Manual**

A copy of the Contractor's Quality Manual will be requested for review by the Employer followed, by a Quality Management Systems (QMS) audit at the Contractor's Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.5.3 **Quality Data Book Index**

The Contractor shall submit a project specific quality data book index that lists all the project deliverables as per the contract requirements.

6.5.4 **Quality Officer**

The Contractor is expected to appoint a suitably qualified resource from their work force and is required to submit CV and qualification as specified in the technical evaluation

Subcontractor

The Contractor shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The Employer may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The Contractor shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the Employer or his representative.

6.6 Programming constraints

6.6.1 Management Level Schedule (Level 2) – which defines the major activities and interfaces between engineering, procurement, design, fabrication and execution, transportation, installation, pre-commissioning and commissioning. This is a high level summary schedule and is issued in the monthly progress report

6.6.2 The *Contractor* to develop a Project Level Schedule (Level 4) – which defines in detail the interfaces between the different project disciplines. This schedule to be issued on a day-to-day basis for guiding the project team as to what must be done and by when. For this purpose a four (4) week look ahead report will be issued on a weekly basis

6.6.3 The *Contractor* to develop a fabrication Schedules – Each of the equipment vendors will produce a detailed fabrication schedule. The Project Planner will approve this schedule. Progress will be reported on a weekly basis by the vendor. The Project Planner will then update the Project Schedule with the progress per activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6.10 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 their tender for a training course, to train on site at least 5 crew members per Tugs, 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 Tugs.
- 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.

6.12 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

Transnet National Ports Authority
eMendi Administration Building

N2 Neptune Road

Off Klub Road

Port of Ngqura

Port Elizabeth

6100

For the attention of **Luvuyo Jekwa**

The invoice is presented as an original via email and or hand delivered

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* 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.

6.17.11 Plant & Materials provided “free issue” by the *Employer*

N/A

6.17.12 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the works:

N/A

6.17.13 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

6.17.14 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

N/A

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

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

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

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

6.18.2 **Ordering of Plant and Materials**

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

6.18.3 **Storage of Materials and Plant**

The *Contractor* shall be responsible for the proper storage of all materials and Plant on site to ensure protection against the elements, damage by impact, dirt, builder's rubble dust theft etc.

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 ECC 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 warrantees and guarantees.

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

- Procurement, Design, Build, Assemble, Paint, Commission, Deliver and Operationalize Pilot Boat and Launch to Operate Within the Transnet Ports subsequent maintenance as per the NEC-3 Contract.

national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS CIRCULAR NUMBER 1 OF 2018/2019: INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR WORKING VESSELS (BOATS)

1. PURPOSE

1.1 The purpose of this circular is to:

1.1.1 introduce amendments to the instruction for **Working Vessels (Boats)** dated 30 June 2016.

1.1.2. provide information to accounting officers (AOs) and accounting authorities (AAs) in terms of which they may procure the aforementioned products which have been designated as a sector for local production and content.

2. BACKGROUND

2.1 The Preferential Procurement Regulations, 2017 ('the regulations') made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on 01 April 2017 make provision for The Department of Trade and Industry (**the dti**) to designate sectors in line with national development and industrial policies for local production.

2.2 Regulation 8 (2) of the Preferential Procurement Regulations 2017 prescribes that in the case of a designated sector, an organ of state must advertise the invitation to tender with a specific condition that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

2.3. To this end, **the dti** has designated and determined the stipulated minimum threshold for the Working Vessels (Boats) for local production and content.

3. SECTOR DESIGNATION

3.1 The specifications and stipulated minimum threshold percentages and requirements for local production and content in respect to Working Vessels (Ships/Boats) are as follows:

3.1.1 Table 1 indicates the stipulated minimum local content for Complete Working Vessels (Ships/Boats)

Table 1: Complete Working Vessel (Ships/Boats)

Product	Local content tresholds
Working Vessels	60%

3.2 Table 2 provides the stipulated minimum threshold for local content and production for Working Vessels (Ships/Boats) categorised by components.

3.3 To ensure that local production and content is discharged on manufacturing activities, the following components which have been designated must be included in bid invitations:

Table 1: Complete Working Vessel (Ships/Boats)

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%
Naval Combat Management System	100%
Naval Command and Control	100%
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 400 MHz • V/UHF Whip Antenna 118MHz to 400MHz • H/V/UHF Rechargeable Battery 14.4V, 12Ah • V/UHF Webbing Bag • V/UHF Rechargeable Battery Charger cable • Vehicle Crew Radio Transceiver VCR4001 410MHz to	100%

510MHz • Vehicle Crew Radio Transceiver Antenna Base 410MHz to 510MHz • Vehicle Crew Radio Transceiver Antenna Whip 410MHz to 510MHz • Personal Crew Radio Transceiver PCR4001 410MHz to 510MHz • Personal Crew Radio Transceiver Antenna 410MHz to 510MHz • Personal Crew Radio Transceiver Rechargeable Battery • Personal Crew Radio Transceiver Webbing Bag • 6 Way Battery Charger	
Dredging equipment	100%
Fire fighting equipment	100%
Manoeuvring system • Rudder • Steering gear • Bow thrusters	100%
Ventilation equipment • Fans • Fan housings • Ducting • Fire dampers • Axsteel ventilators	100%
Air conditioning equipment • Air handling units	100%
Environmental protection • Oily water separators • Filtration	100%
Refrigeration equipment • Compressors • Condensers	100%
Preservation and coverings • Corrosion protection paints	100%
Cabin outfitting	100%
Insulation	100%
Galley equipment: • Stove • Fridge • Galley extraction and ventilation systems • Dishwashers • Deep at fryer • Grillers • Lights • Etc.	100%
Mooring systems • Anchor winches (Anchor chains, Anchors, etc.) • Cable winches (Mooring ropes, towing ropes, etc.)	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%

*In terms of gallery equipment the list is not exhaustive

3.4 Components such as main engines, generators, fuel purifiers and navigational instruments are hereby fully exempted and thus importation of the aforementioned components and subcomponents should be granted with an intention to review the exemption after 5 years.

3.5 Even though engines are exempted, it must be imported as a semi knock down kit and assembled in South Africa.

4. INVITATION OF BIDS FOR WORKING VESSELS (BOATS)

4.1 Bids in respect of Working Vessels (Boats) must contain a specific bidding condition that only locally produced or locally manufactured Working Vessels with a stipulated minimum threshold for local production and content will be considered.

4.2 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, bidders should obtain written exemption from **the dti** to supply the remaining portion at a lower local content threshold. **the dti**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

a) required volumes in the particular bid;
b) available collective South African industry manufacturing capacity at that time;
c) delivery times;
d) availability of input materials and components;
e) technical considerations including operating conditions; and
f) materials of construction
g) security of supply and emergencies

4.3 Bidders must clearly indicate in their bids the quantities of material and products to be supplied and the level of local content for each product.

4.4 Organs of state must contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.

4.5 For further information, bidders and procuring state organs may contact the Industrial Policy Unit within **the dti** at telephone 012 394 1742/1374 or email Zukiswa Kimani: ZKimani@thedti.gov.za

4.6 Bid specifications for the sub-sectors referred to above may be done in collaboration with **the dti**.

4.7 AOs/AAs must stipulate in bid invitations that:

4.7.1 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 bid.

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

4.8 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 on the date of advertisement of the bid.

4.9 AOs/AAs must clearly stipulate in the bid documentation that 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 bidders on **the dti's** official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

4.10 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.

4.11 AOs/AAs must stipulate in the bid documentation that:

4.11.1 the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and

4.11.2 the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

5 EVALUATION OF BIDS FOR WORKING VESSELS (BOATS)

5.1 An evaluation process in line with Preferential Procurement Regulations, 2017 must be followed.

6 EVALUATION OF BIDS BASED ON FUNCTIONALITY

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in PPR 2017 and paragraph 6 of the Implementation Guide must be followed.

7 POST AWARD AND REPORTING REQUIREMENTS

7.1. Once bids are awarded, **the dti** must be:

(i) notified of all the successful bidders and the estimated value of the contracts; and

(ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.

7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 8 of the Preferential Procurement Regulations, 2017.

8. CONTACT INFORMATION

8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:

The Department of Trade and Industry
Private Bag X84
Pretoria
0001
For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

9.1 This circular applies to all national and provincial departments, constitutional institutions; public entities listed in schedules 2 and 3 to the PFMA, and, municipalities and municipal entities to which the MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR

10.1 Heads of provincial treasuries are requested to bring the contents of this circular to the attention of accounting officers and supply chain management officials of their respective provincial departments.

10.2 Accounting officers of national and provincial departments are requested to bring the contents of this circular to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.

10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this circular to the attention of the supply chain management officials of their municipalities and municipal entities.

10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this circular to the attention of the supply chain management officials of their public entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Circular will be forwarded to the Auditor-General for notification.

12. REPEAL OF INSTRUCTION DATED 30 JUNE 2016

This Circular repeals Instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for working vessels dated 30 June 2016 and effective on 27 July 2016.

13. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE

13.1 This circular is issued in terms of regulation 8(3) of the Preferential Procurement Regulations, 2017 and takes effect on 11 June 2018.

WILLIE MATHEBULA
ACTING CHIEF PROCUREMENT OFFICER
DATE: 16.05.2018

SBD 6.2

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. 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.

1.2. Where necessary, for bids referred to in paragraph 1.1 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.

1.3. 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.

1.4. 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 1286:2017 is accessible on http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/ at no cost.

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:**

Description of services, works or goods	Stipulated minimum threshold
• Steel/Aluminium	100%
• Search and rescue lights	100%
• Radars	100%
• Naval combat management system	100%
• Naval command and control	100%
Communication and transceivers	100%
• Dredging equipment	100%
• Fire fighter equipment	100%
• Manoeuvring system	100%

- Ventilating system 100%
- Air conditioning equipment 100%
- Environmental protection 100%
- Refrigerator equipment 100%
- Preservation and covering 100%
- Cabin outfitting 100%
- Insulation 100%
- Gallery equipment 100%
- Mooring systems 100%
- Davits and cranes 100%
- Air whistles CIF 100%
- Hydrofoils 100%
- Hydraulic 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	

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

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.: TNPA/2026/09/0002/114830/RFP

ISSUED BY: TRANSNET NATIONAL PORTS AUTHPRITY 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. 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: **Steel/Aluminium** Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

Price of the Designated commodity: **Naval combat management system** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Naval command and control** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Communication and transceivers** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Dredging equipment** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Fire fighter equipment** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Manoeuvring system** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Ventilating system** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Air conditioning equipment** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Environmental protection** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Refrigerator equipment** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Preservation and covering** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Cabin outfitting** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

Price of the Designated commodity: **Gallery equipment** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Mooring systems** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Davits and cranes** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Air whistles CIF** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

Price of the Designated commodity: **Water tight doors** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Fire doors** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity: **Water tight windows** Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	

Local content %, as calculated in terms of SATS 1286:2011	

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 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 score zero points on this specific goal

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade, Industry and Competition ("DTIC") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTIC for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.

b) Should the DTIC provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTIC. 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 DTIC 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:

i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.

ii. 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.

iii. To the extent that the Actual Local Content Spend[1] is lower than the Required Local Content Spend[2] (or the Adjusted Required Local Content Spend[3], 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.

iv. 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.

v. 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:

a) 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.

b) 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:

[1] Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

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

[3] 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.

- 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:

a) 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 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*.

Transnet National Ports Authority

Tender Number: TNPA/2026/09/0002/114830/RFP

Description of the Works: Design, build, assembly, commissioning and delivery of a Pilot Boat and Launch to the Port of Durban within a period of 24 Months

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	TBA
(C2)	**Tender description:**	Design, build, assembly, commissioning and delivery of two 70-ton bollard pull tugs to Transnet National Ports Authority
(C3)	**Designated product(s)**	
(C4)	**Tender Authority:**	Transnet National Ports Authority
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula [ ] EU [ ] GBP [ ]
(C7)	**Specified local content %**	

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Commodity Qty**	**Total Commodity value**	**Total exempted imported content**	**Total Imported content**
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(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: _____

Transnet National Ports Authority
Tender Number:TNPA/2026/09/0002/114830/RFP
Description of the Works: Design, build, assembly, commissioning and delivery of a Pilot Boat and Launch to the Port of Durban within a period of 24 Months

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	**Tender No.**	TBA					
(D2)	**Tender description:**	Description of the Works: Design, build, assembly, commissioning and delivery of a Pilot Boat and Launch to the Port of Durban within a period of 24 Months					
(D3)	**Designated Products:**						
(D4)	**Tender Authority:**	Transnet National Ports Authority					
(D5)	**Tendering Entity name:**						
(D6)	**Tender Exchange Rate:**	Pula		EU		GBP	

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**

Signature of tenderer from Annex B

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

This total must correspond with Annex C - C 23

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	TBA
(E2)	**Tender description:**	Description of the Works: Design, build, assembly, commissioning and delivery of a Pilot Boat and Launch to the Port of Durban within a period of 24 Monthsy
(E3)	**Designated products:**	
(E4)	**Tender Authority:**	Transnet National Ports Authority
(E5)	**Tendering Entity name:**	

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

Local Products (Goods, Services and Works)	**Description Raw Material items purchased**	**Local Supplier Name**	**Manufacturer Contact Details**	**Value**
	(E6)	*(E7)*		*(E8)*
		(E9) **TotalRaw Materials (Goods, Services and Works)**		R 0

(E10)	**Manpower costs**	(Tenderer's manpower cost)	R 0
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	R 0
(E13)	**Total local content**		R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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Date: ____________________