

Part T1:  
Tendering  
Procedures

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/09/1065/12095/RFP  
DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL  
FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS  
TNPA)

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## **Transnet National Port Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**Design, manufacture, and delivery of Multi-Purpose Vessel for the Transnet National Ports  
Authority for the Port of Cape Town, (hereafter referred to as TNPA)**

|                                    |                                              |
|------------------------------------|----------------------------------------------|
| <b>RFP NUMBER</b>                  | <b>: TNPA/2022/09/1065/12095/RFP</b>         |
| <b>ISSUE DATE</b>                  | <b>: Monday, 20 February 2023</b>            |
| <b>VIRTUAL COMPULSORY BRIEFING</b> | <b>: Monday, 06 March 2023</b>               |
| <b>CLOSING DATE</b>                | <b>: Thursday, 23 March 2023</b>             |
| <b>CLOSING TIME</b>                | <b>: 16h00</b>                               |
| <b>TENDER VALIDITY PERIOD</b>      | <b>: 180 business days from closing date</b> |

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                           |                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>        | <b>Design, manufacture, and delivery of a Multi-Purpose Vessel for the Transnet National Ports Authority at the Port of Cape Town.</b>                                                                                                                                                                                                                                   |
| <b>TENDER DOWNLOADING</b> | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za/">www.etenders.gov.za/</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b> |

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VIRTUAL-COMPULSORY TENDER CLARIFICATION MEETING</b> | <p><b>A virtual-compulsory Briefing Session via Microsoft Teams will be held on Monday, 6<sup>th</sup> of March 2023 from 11:00 - 13:00.</b></p> <p><b>If interested in attending the virtual briefing, kindly indicate by sending an email to <a href="mailto:wandisa.kula@transnet.net">wandisa.kula@transnet.net</a> email address. A return email with meeting invite will be furnished. Potential respondents are permitted to send a representative.</b></p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>virtual compulsory tender clarification meeting briefing.</b></p> <p><b>After the Virtual-Compulsory Tender Clarification Meeting, tenderers are required to e-mail <a href="mailto:wandisa.kula@transnet.net">wandisa.kula@transnet.net</a> this Returnable Schedule T2.2-01. to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the virtual-compulsory tender briefing will be disqualified.</b></p> |
| <b>CLOSING DATE</b>                                    | <p><b>16:00 on (23 March 2023)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



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**2. TENDER SUBMISSION**

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

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

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

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

### **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);


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- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

**6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

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

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

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**

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

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

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

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

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



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|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                      |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|       | Part C3: Scope of work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | C3.1 Scope of Works                                                                                  |
|       | Part C4: Site information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | C4.1 Site information                                                                                |
| C.1.4 | The Employer's agent is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Contract Specialist                                                                                  |
|       | Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Wandisa Kula                                                                                         |
|       | Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Transnet National Ports Authority<br>TNPA Building<br>34 South Arm Road<br>Port of Cape Town<br>8001 |
|       | Tel No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 021 449 4387                                                                                         |
|       | E – mail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <a href="mailto:Wandisa.kula@transnet.net">Wandisa.kula@transnet.net</a>                             |
| C.2.1 | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                      |
|       | <p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p>                                                                                                                                                                                                                                                                            |                                                                                                      |
|       | <p><b>2. Stage Two - Functionality:</b></p> <p>Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is <b>60 points</b>.</p> <p>The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p> |                                                                                                      |
| C.2.7 | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. <b>Tenderers must complete and sign the attendance register.</b> Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.                                                                                                                                                                                                                    |                                                                                                      |



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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:

(insert company name)

- Contact person and details:

(insert details)

- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent:***

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

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

Time: **16:00** on the **23 March 2023**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **180 business days from 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


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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: **60**

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

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

### **Functionality Criteria**

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

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

- T2.2-04 Previous Experience in Shipbuilding
- T2.2-05 Management & CVs of Key Personnel and Organogram
- T2.2-06 Programme
- T2.2-07 SHERQ
- T2.2-08 Method Statement
- T2.2-09 Quality Expectations

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).



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

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|                                                             | Description                                                                                                                                                                                                              | Scoring principle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Returnable Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Weighting |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Previous Experience in Shipbuilding</b>                  | Company (not individuals) experience in successfully designing, building, commissioning and handing over similar (i.e., same class or higher) motorised vessels (in accordance with scope of work) in the past 15 years. | <p>More than 5 projects submitted of similar vessel previously built and delivered successfully in the past 15 years = 100%</p> <p>3 &lt; projects submitted of similar vessel previously built and delivered successfully in the past 15 years ≤ 4 = 80%</p> <p>3 projects submitted of similar vessel previously built and delivered successfully in the past 15 years = 60%</p> <p>1 &lt; projects submitted of similar vessel previously built and delivered successfully in the past 15 years ≤ 2 = 40%</p> <p>0 &lt; project submitted of similar vessel previously designed, built and delivered successfully in the past 15 years ≤ 1 = 20%</p> <p>No Response or no project submitted of the similar vessel previously built and delivered successfully or No evidence of designing of similar vessel irrespective of evidence of vessels previously delivered = 0%</p> | <p>A list of previous experience in designing, building, commissioning and handing over motorized vessels.</p> <p>Reference letter(s) for previously designing, building, commissioning and handing over motorized vessels.</p> <p>Reference letter(s) from client(s) on clients' company letterhead signed by the client confirming the work performed with a clear indication of clients' impression of the work performed.</p> <p>References must be traceable in order for the experience to be verified by TNPA where necessary.</p> | 41        |
|                                                             | <b>Sub-total</b>                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>41</b> |
| <b>Management &amp; CVs of Key Personnel and Organogram</b> | Project Manager                                                                                                                                                                                                          | <p>More than 7 years' experience with a diploma or degree in Engineering or Built Environment or Project Management and professionally registered with PMI or PMSA = 100%</p> <p>5 &lt; years' experience with a diploma or degree in Engineering or Built Environment or Project Management ≤ 7 = 80%</p> <p>3 ≤ years' experience with a diploma or degree in Engineering or Built Environment or Project Management ≤ 5 = 60%</p> <p>Less 3 years' experience years with a diploma or degree in Engineering or Built Environment or Project Management = 40%</p> <p>less than 3 Years' Experience with no diploma or degree in Engineering or Built Environment or Project Management = 20%</p> <p>No response = 0%</p>                                                                                                                                                       | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3         |
|                                                             | Naval Architect with a degree in Naval Architecture and registered with a recognized organisation such as RINA or similar.                                                                                               | <p>Professionally registered Naval Architect with more than 10 years' experience = 100%</p> <p>Professionally registered Naval Architect with 7 &lt; years' experience ≤ 10 = 80%</p> <p>Professionally registered Naval Architect with 5 &lt; years' experience ≤ 7 = 60%</p> <p>Professionally registered Naval Architect with 3 ≤ years' experience ≤ 5 = 40%</p> <p>Less than three years' experience or not Professionally registered = 20%</p> <p>No Response or Naval Architect with no degree in Naval Architecture = 0%</p>                                                                                                                                                                                                                                                                                                                                             | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3         |



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|  |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                         |   |
|--|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---|
|  | Risk Specialist                                                                                                                           | <p>More than seven years' experience with a risk management certificate or degree or diploma in engineering or built environment = 100%</p> <p>5 &lt; years' experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 7 = 80%</p> <p>3 &lt; years' experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 5 = 60%</p> <p>1 &lt; Years' Experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 3 = 40%</p> <p>Years' experience &lt; 1 = 20%</p> <p>No Response = 0%</p> | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p> | 2 |
|  | Superintendent / Foreman with Shipbuilding Background qualification                                                                       | <p>&gt; 7 Years' Experience with a Diploma in Mechanical Engineering &amp; Chief Engineer Unlimited (STCW) = 100%</p> <p>5 &lt; Years' Experience ≤ 7 = 80%</p> <p>3 &lt; Years' Experience ≤ 5 = 60%</p> <p>1 &lt; Years' Experience ≤ 3 = 40%</p> <p>Years' Experience &lt; 1 = 20%</p> <p>No Response = 0%</p>                                                                                                                                                                                                                                                                                                           | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p> | 3 |
|  | Quality Manager with experience in steel fabrication or shipbuilding.                                                                     | <p>&gt; 7 Years' Experience and quality management diploma or diploma or degree in Engineering = 100%</p> <p>5 &lt; Years' Experience and quality management diploma or diploma or degree in Engineering ≤ 7 = 80%</p> <p>3 &lt; Years' Experience and quality management diploma or diploma or degree in Engineering ≤ 5 = 60%</p> <p>1 &lt; Years' Experience ≤ 3 = 40%</p> <p>Years' Experience &lt; 1 = 20%</p> <p>No Response = 0%</p>                                                                                                                                                                                 | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p> | 1 |
|  | Coded Welders that are Class Approved with qualification (i.e., Welder's Qualification Test Certificate, Welders Procedure Specification) | <p>&gt; 7 Years' Experience = 100%</p> <p>5 &lt; Years' Experience ≤ 7 = 80%</p> <p>3 &lt; Years' Experience ≤ 5 = 60%</p> <p>1 &lt; Years' Experience ≤ 3 = 40%</p> <p>Years' Experience &lt; 1 = 20%</p> <p>No Response or not class approved and/or no qualification = 0%</p>                                                                                                                                                                                                                                                                                                                                            | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p> | 1 |
|  | Millwright with trade test certificate                                                                                                    | <p>&gt; 7 Years' Experience = 100%</p> <p>5 &lt; Years' Experience ≤ 7 = 80%</p> <p>3 &lt; Years' Experience ≤ 5 = 60%</p> <p>1 &lt; Years' Experience ≤ 3 = 40%</p> <p>Years' Experience &lt; 1 = 20%</p> <p>No Response or no trade test certificate = 0%</p>                                                                                                                                                                                                                                                                                                                                                             | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p> | 1 |
|  | Spray painter with experience in Shipbuilding                                                                                             | <p>&gt; 7 Years' Experience = 100%</p> <p>5 &lt; Years' Experience ≤ 7 = 80%</p> <p>3 &lt; Years' Experience ≤ 5 = 60%</p> <p>1 &lt; Years' Experience ≤ 3 = 40%</p> <p>Years' Experience &lt; 1 = 20%</p> <p>No Response = 0%</p>                                                                                                                                                                                                                                                                                                                                                                                          | <p>1. Qualifications</p> <p>2. CVs with traceable references</p> <p>3. Certificates</p> | 1 |



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|                  |                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                          |           |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------|
|                  | Boilermaker with a trade test certificate                                                                                                                                             | > 7 Years' Experience = 100%<br>5 < Years' Experience ≤ 7 = 80%<br>3 < Years' Experience ≤ 5 = 60%<br>1 < Years' Experience ≤ 3 = 40%<br>Years' Experience < 1 = 20%<br>No Response or no trade test certificate = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1. Qualifications<br>2. CVs with traceable references<br>3. Certificates | 1         |
|                  | Organogram that is Project Specific                                                                                                                                                   | All key people included with attached CV and qualification = 100%<br>Missing 1 key person = 80%<br>Missing 2 key people = 60%<br>Missing 3 key people = 40%<br>Missing 4 key people = 20%<br>Missing 5 key people or No response or Not project specific = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Project Specific Organogram                                              | 1         |
|                  | <b>Sub-total</b>                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                          | <b>17</b> |
| <b>Programme</b> | Starting date and completion date are stated, and the schedule does not exceed 14 months.                                                                                             | Project duration is less than 13 months = 100%<br>13 ≤ Project duration < 14 = 80%<br>Project duration = 14 months = 60%<br>14 < Project duration ≤ 15 = 40%<br>Starting date and completion date exceeds 15 months = 20%<br>No response or Project duration is more than 15 months = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Programme accompanied by basis of schedule.                              | 1         |
|                  | Detailed Level 4 Programme with basis of schedule on how durations were estimated. Major milestones are all shown, and all project requirements, timing and deliverables will be met. | Exceeds expectations, showing important issues with a basis of schedule clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 100%<br>Meets expectations, showing important issues with a basis of schedule clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 80%<br>The requirements partially meet the stipulated criteria with a high-level basis of schedule showing how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met = 60%<br>Does not meet the requirements of the stipulated criteria with no basis of schedule on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities = 40%<br>Programme is not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project = 20%<br>No response or no basis of schedule = 0% |                                                                          | 2         |
|                  | All activities as per level 4 detail to be logically tied using the critical path method (CPM) with CPM Column shown in the PDF Print out.                                            | The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between and basis of schedule to substantiate the linking of activities = 100%<br>The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                          | 2         |



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|  |                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |           |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|
|  |                                                                                                                                                                                                                                                                               | <p>80%<br/>The schedule is complete and detailed (level 4) with major activities properly linked using CPM and no open ends in between = 60%</p> <p>The schedule is partially complete and detailed (level 4) with major activities properly linked using CPM with no open ends in between = 40%</p> <p>The schedule is partially complete and detailed (level 4 or level 3) with major activities properly linked using CPM with some open ends in between = 20%</p> <p>No response or schedule does not link activities using CPM or submission is level 1 or level 2 = 0%</p>                                                                                                                                                                                                |  |           |
|  | <p>All activity durations (durations column shown in programme) to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g., weekends as nonworking periods.</p> | <p>All activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days with time risk allowances shown = 100%</p> <p>All activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days = 80%</p> <p>Major activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days = 60%</p> <p>Activities are broken down into days and weekends and public holidays are marked as non-working days = 40%</p> <p>Activities are broken down into weeks and weekends and public holidays are marked as non-working days = 20%</p> <p>No response or submitted schedule does not show the duration column = 0%</p> |  | 2         |
|  | <p>Program PDF submission compiled either MS project or Primavera with the accompanying basis of schedule.</p>                                                                                                                                                                | <p>Programme submitted was compiled in MS Project or Primavera with the predecessor, successor, resource loading and cost-loaded columns shown, and the Basis of schedule submitted = 100%</p> <p>Programme submitted was compiled in MS Project or Primavera with predecessor and successor columns shown and the Basis of schedule submitted= 80%</p> <p>Programme submitted was compiled in MS Project or Primavera and the basis of schedule submitted = 60%</p> <p>Programme submitted was compiled in MS Project or Primavera but no basis of schedule= 40%</p> <p>Programme submitted compiled in MS Excel, not in MS Project nor Primavera no basis of schedule = 20%</p> <p>No response = 0%</p>                                                                       |  | 3         |
|  | <b>Sub-total</b>                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <b>10</b> |



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|                         |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                             |          |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>SHERQ</b>            | Documented Integrated SHERQ Policy and the Procedure Documents (i.e., Valid Letter of Good Standing, Signed SHE Policy, SHE Plan, SHE Risk Assessments, Environmental Management Plan).                                              | 5 of the 5 requested documents submitted, and documents submitted are project-specific = 100%<br>4 of the 5 requested documents submitted, and documents submitted are project-specific = 80%<br>3 of the 5 requested documents submitted, and documents submitted are project-specific = 60%<br>2 of the 5 requested documents submitted, and documents submitted are project-specific = 40%<br>1 of the 5 requested documents submitted, and documents submitted are project-specific = 20%<br>No Response - No Information provided = 0%                                                                                                  | 1. Valid Letter of Good Standing,<br>2. Signed SHE Policy,<br>3. SHE Plan,<br>4. SHE Risk Assessments,<br>5. Environmental Management Plan. | 5        |
|                         | <b>Sub-total</b>                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                             | <b>5</b> |
| <b>Method Statement</b> | Bollard Pull $\geq$ 15 tonnes (see Clause 2.1.2.4 of the C3)                                                                                                                                                                         | Bollard pull ahead exceeding 15.5 tonnes = 100%<br>15 < Bollard pull ahead $\leq$ 15.5 tonnes = 80%<br>Bollard pull ahead of 15 tonnes = 60%<br>14.5 < Bollard pull ahead < 15 tonnes = 40%<br>14 $\leq$ Bollard pull ahead $\leq$ 14.5 tonnes = 20%<br>No response or Bollard pull ahead < 14 tonnes = 0%                                                                                                                                                                                                                                                                                                                                   | 1. Clause by Clause Compliance to C3.<br>2. Completed Compliance Sheet                                                                      | 4        |
|                         | Below the deck accommodation with two berths of 2.1 x 0.9 m with ceiling and walls completely lined (see Clause 9.5.1 of the C3)                                                                                                     | Below the deck accommodation with more than three berths of 2.1 x 0.9 m with ceiling and walls completely lined = 100%<br>Below the deck accommodation with three berths of 2.1 x 0.9 m with ceiling and walls completely lined = 80%<br>Below the deck accommodation with two berths of 2.1 x 0.9 m with ceiling and walls completely lined = 60%<br>Below the deck accommodation with two berths of 2.1 x 0.9 m without ceiling and walls completely lined = 40%<br>Below the deck accommodation with one berth smaller than 2.1 x 0.9 m without ceiling and walls completely lined = 20%<br>No response or No accommodation provided = 0% |                                                                                                                                             | 1        |
|                         | Compliance to noise levels in engine room (Maximum = 100 dB(A) measured at 80% power of main engine) (see clause 9.1.2.1 of the C3)                                                                                                  | Below 95 dB(A) = 100%<br>95 < dB(A) $\leq$ 99 = 80%<br>100 dB(A) = 60%<br>101 < dB(A) $\leq$ 102 = 40%<br>102 < dB(A) $\leq$ 103 = 20%<br>more than 103 dB(A) = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                             | 1        |
|                         | Critical spares shall be delivered with the vessel (See clause 1.12 of the C3);<br>• 1 X Propeller Shaft,<br>• 1 set of Propeller shaft bearings,<br>• 1 X Fixed-pitch propeller.<br>• 1 set of engine spares as recommended by OEM. | Two or more spares in addition to the Four above to be provided = 100%<br>One more spare in addition to the four above to be provided = 80%<br>All four as stated above to be provided = 60%<br>Only three of the above to be provided = 40%<br>Only two of the above to be provided = 20%<br>No response or less than two of the above is provided = 0% (0)                                                                                                                                                                                                                                                                                 |                                                                                                                                             | 1        |
|                         |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                             |          |



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|                             |                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                   |           |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------|
| <b>Quality Expectations</b> | All Classification Society Spares are included as per clause 1.12 of the C3.                                                                   | <p>More than 105% of the total number of Classification Society Spares included = 100%</p> <p>105% of the total number of Classification Society Spares included = 80%</p> <p>100% of the total number of Classification Society Spares included = 60%</p> <p>95% of the total number of Classification Society Spares included = 40%</p> <p>Less than 95% of the total number of Classification Society Spares included = 20%</p> <p>No response or less than 90% of the total number of Classification Society Spares included = 0%</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   | 1         |
|                             | Method Statement includes all specifications as per the C3 - Goods Information and demonstrates a clear understanding of the Goods Information | <p>The methodology approach deals with ALL critical characteristics of the project. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs = 100%</p> <p>The methodology approach deals with most characteristics of the project. The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project = 80%</p> <p>The methodology approach deals with most of the characteristics of the project. Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met = 60%</p> <p>The methodology approach deals with only minimal characteristics of the project. The methodology/approach is generic and not tailored to address the specific project objectives and methodology = 40%</p> <p>The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology = 20%</p> <p>The tenderer has submitted no information or inadequate information to determine a score= 0%</p> | Project Specific Method Statement | 14        |
|                             | <b>Sub total</b>                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                   | <b>22</b> |
|                             | Project Specific Quality Plan (PSQP) for the project.                                                                                          | <p>PSQP covers all and above the project quality requirements of the project scope = 100%</p> <p>PSQP shows above average understanding of the project quality requirements = 80%</p> <p>PSQP shows adequate understanding of project quality requirements = 60%</p> <p>PSQP is project specific but inadequate to cover project scope = 40%</p> <p>PSQP is too general and not project specifics = 20%</p> <p>No Response = 0%</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Project Specific Quality Plan     | 2         |



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|                     |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |            |
|---------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------|
|                     | Project specific Quality Control Plan (QCP) (For each task). | QCP covers all and above the project quality requirements of the project scope = 100%<br>QCP shows above average understanding of the project quality requirements = 80%<br>QCP shows adequate understanding of project quality requirements = 60%<br>QCP is project specific but inadequate to cover project scope = 40%<br>QCPs are not project specific = 20%<br>No Response - No Information provided = 0%                                                                         | Project specific Quality Control Plan | 2          |
|                     | Project specific Quality data book index.                    | Quality Data book index covers all and above the project quality requirements of the project scope = 100%<br>Quality Data book index shows above average understanding of the project quality requirements = 80%<br>Quality Data book index shows adequate understanding of project quality requirements = 60%<br>Quality Data book index is project specific but inadequate to cover project scope = 40%<br>Quality Data book index is not project specific = 20%<br>No Response = 0% | Quality data book index.              | 1          |
|                     | <b>Sub total</b>                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       | <b>5</b>   |
| <b>TOTAL RATING</b> |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       | <b>100</b> |

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

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

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;





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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.

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



**Part C1:**  
**Agreements and**  
**Contract Data**

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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, manufacture, and delivery of Multi-Purpose Vessel for the Transnet National Ports Authority at the Port of CapeTown**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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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).

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

**TRANSNET NATIONAL PORTS AUTHORITY**

**TENDER NUMBER: TNPA/2022/09/1065/12095/RFP**

**DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)**

**Schedule of Deviations**

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |

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

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

**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Transnet SOC Ltd

Name &  
signature  
of witness

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---

Date

## C1.2 Contract Data

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

| Clause | Statement                                                                                      | Data                                                  |
|--------|------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 1      | <b>General</b>                                                                                 |                                                       |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option         |                                                       |
|        |                                                                                                | <b>A: Priced contract with activity schedule</b>      |
|        | dispute resolution Option                                                                      | <b>W1: Dispute resolution procedure</b>               |
|        | and secondary Options                                                                          |                                                       |
|        |                                                                                                | <b>X1: Price adjustment for inflation</b>             |
|        |                                                                                                | <b>X2: Changes in the law</b>                         |
|        |                                                                                                | <b>X4: Parent company guarantee</b>                   |
|        |                                                                                                | <b>X7: Delay damages</b>                              |
|        |                                                                                                | <b>X13: Performance Bond</b>                          |
|        |                                                                                                | <b>X14: Advanced payment to the <i>Contractor</i></b> |
|        |                                                                                                | <b>X16: Retention</b>                                 |
|        |                                                                                                | <b>X18: Limitation of liability</b>                   |
|        |                                                                                                | <b>Z: <i>Additional conditions of contract</i></b>    |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) |                                                       |

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NO: TNPA/2022/06/0504/5366/RFP

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE AND DELIVERY OF ONE MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)

|          |                                                                              |                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Employer</i> is:                                                      | <b>Transnet SOC Ltd</b><br><b>(Registration No. 1990/000900/30)</b>                                                                                                                                                |
|          | Address                                                                      | Registered address:<br>eMendi Admin Building, Klub Road,<br>Port of Ngqura, Neptune Road,<br>Coega, PORT ELIZABETH, 6100                                                                                           |
|          | Having elected its Contractual Address for the purposes of this contract as: | <b>Transnet National Ports Authority</b><br><b>(REGISTRATION NO.1990/000900/30),</b><br><b>trading through its Operating Division,</b><br>Transnet National Ports Authority<br>South Arm Road<br>Cape Town<br>8001 |
| 10.1     | The <i>Project Manager</i> is: (Name)                                        | <b>Stephen Bailey</b>                                                                                                                                                                                              |
|          | Address                                                                      | <b>TNPA Head Office, Ngqura</b>                                                                                                                                                                                    |
|          | Tel                                                                          | <b>0824675388</b>                                                                                                                                                                                                  |
|          | e-mail                                                                       | <b>Stephen.bailey@transnet.net</b>                                                                                                                                                                                 |
| 10.1     | The <i>Supervisor</i> is: (Name)                                             | <b>TBA</b>                                                                                                                                                                                                         |
|          | Address                                                                      |                                                                                                                                                                                                                    |
|          | Tel No.                                                                      |                                                                                                                                                                                                                    |
|          | e-mail                                                                       |                                                                                                                                                                                                                    |
| 11.2(13) | The <i>works</i> are                                                         | <b>Design, Manufacture, and Delivery of one Multi-Purpose Vessel for Transnet National Ports Authority, Port of Cape Town.</b>                                                                                     |
| 11.2(14) | The following matters will be included in the Risk Register                  | <b>No additional data is required for this section of the conditions of contract.</b>                                                                                                                              |
| 11.2(15) | The <i>boundaries of the site</i> are                                        | <b>The Contractor will fill in C4 of this document and it should be clearly defined.</b>                                                                                                                           |
| 11.2(16) | The Site Information is in                                                   | <b>The Contractor will fill in C4 of this document and it should be clearly defined.</b>                                                                                                                           |
| 11.2(19) | The Works Information is in                                                  | <b>Part C3</b>                                                                                                                                                                                                     |



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|          |                                                                 |                                                                                                |
|----------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 12.2     | The <i>law of the contract</i> is the law of                    | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b> |
| 13.1     | The <i>language of this contract</i> is                         | <b>English</b>                                                                                 |
| 13.3     | The <i>period for reply</i> is                                  | <b>2 weeks</b>                                                                                 |
| <b>2</b> | <b>The <i>Contractor's</i> main responsibilities</b>            | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>   |
| <b>3</b> | <b>Time</b>                                                     |                                                                                                |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is | <b>12 August 2024</b>                                                                          |

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11.2(9) The *key dates* and the *conditions* to be met are:

|    |                                                                                                                                           |           |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1  | Submission of Approved Advanced Payment Guarantee                                                                                         | 09-Jun-23 |
| 2  | Submission of Class Drawing                                                                                                               | 10-Jul-23 |
| 3  | Placement of Steel Order                                                                                                                  | 17-Jul-23 |
| 4  | Placement of Main Engine and Gearbox Order                                                                                                | 24-Jul-23 |
| 5  | Commencement of the 1st Plate Cutting                                                                                                     | 31-Jul-23 |
| 6  | Keel Laying of Vessel (Start of Construction)                                                                                             | 25-Aug-23 |
| 7  | Delivery of Main Engines and Gearboxes Vessel                                                                                             | 31-Jul-23 |
| 8  | Completion of Superstructure Vessel                                                                                                       | 22-Jan-24 |
| 9  | Completion of Hull, Deck and Bulkheads Vessel A                                                                                           | 12-Feb-24 |
| 10 | Completion of Factory Acceptance Tests (FATs) and Harbour Acceptance Tests (HATs), Prior to Start of Sea Acceptance Tests (SATs) Vessel A | 13-Mar-24 |
| 11 | Handover of Completed Vessel                                                                                                              | 26-Jun-24 |
| 12 | 3D digital model compatible with a readily available 3D free online viewer,                                                               | 10-Jul-24 |
| 13 | General Arrangement Plan,                                                                                                                 | 10-Jul-24 |
| 14 | Docking or hoisting plan,                                                                                                                 | 10-Jul-24 |
| 15 | Engine room arrangement,                                                                                                                  |           |
| 16 | Diagrams of all systems (including Piping and Instrumentation Diagrams),                                                                  |           |
| 17 | Electric Power Distribution Diagrams,                                                                                                     |           |
| 18 | Propulsion Arrangement,                                                                                                                   |           |
| 19 | General Construction Plan,                                                                                                                |           |
| 20 | Deck arrangements, including deck equipment and future equipment,                                                                         |           |
| 21 | Trial test reports,                                                                                                                       |           |
| 22 | Safety Plan,                                                                                                                              |           |
| 23 | Tank tables for all tanks,                                                                                                                |           |
| 24 | Engine room logbook,                                                                                                                      |           |
| 25 | Paint list and documentation,                                                                                                             |           |
| 26 | Paint inspection report                                                                                                                   |           |

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|    |                     |  |
|----|---------------------|--|
| 27 | Inventory list,     |  |
| 28 | A stability booklet |  |
|    |                     |  |
|    |                     |  |

31.1 The *Contractor* is to submit a first programme for acceptance within **2 weeks of the Contract Date.**

31.2 The *starting date* is **09 June 2023**

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 **18<sup>th</sup> (eighteenth) 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 effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **the prime lending rate of Rand Merchant Bank of South Africa.**

#### **6 Compensation events**

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

**A weather measurement is recorded**

- within a calendar month
- before the Completion Date 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* premises**

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

**Cape Town and Contractor's Site**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

|          |                                                                        |                                                                                                                                              |
|----------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7</b> | <b>Title</b>                                                           | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                 |
| <b>8</b> | <b>Risks and insurance</b>                                             |                                                                                                                                              |
| 80.1     | These are additional <i>Employer's</i> risks                           | <b>No additional data is required for this section of the conditions of contract</b>                                                         |
| 84.1     | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                              |
|          | 1 Insurance against:                                                   | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b> |
|          | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                 |

|                      |                      |                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The deductibles are: |                      | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 2                    | Insurance against:   | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b> |
|                      | Cover / indemnity    | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|                      | The deductibles are  | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 3                    | Insurance against:   | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                              |
|                      | Cover / indemnity    | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|                      | The deductibles are: | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 4                    | Insurance against:   | <b>Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon</b>                                                                                                                                                                                                                                        |
|                      | Cover / indemnity    | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                                                                                                                                                                                             |
|                      | The deductibles are  | <b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>                                                                                                                                                                                           |
|                      | Note:                | <b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>                                                                                                                                                                       |

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- 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* provides these additional Insurances
- 1 **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.**
  - 2 **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**
  - 3 **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.**
  - 4 **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**
  - 5 **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.**

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- 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.**

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|           |                                                                                                                                                                    |                                                                                                                                                                                                                     |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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: | <b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>                                                                                                            |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                 | <b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                         |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                 |                                                                                                                                                                                                                     |
| <b>A</b>  | <b>Priced contract with Activity Schedule</b>                                                                                                                      | <b>No additional data is required for this Option.</b>                                                                                                                                                              |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                          |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is                                                                                                                                          | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:<br><br>If no <i>Adjudicator nominating body</i> is entered, it is:                                                      | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b><br><br><b>the Association of Arbitrators (Southern Africa)</b>                                                                              |
| W1.4(2)   | The <i>tribunal</i> is:                                                                                                                                            | <b>Arbitration</b>                                                                                                                                                                                                  |
| W1.4(5)   | The <i>arbitration procedure</i> is                                                                                                                                | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>                                                                                                                |
|           | The place where arbitration is to be held is                                                                                                                       | <b>Cape Town, South Africa</b>                                                                                                                                                                                      |
|           | The person or organisation who will choose an arbitrator                                                                                                           |                                                                                                                                                                                                                     |
|           | - if the Parties cannot agree a choice or                                                                                                                          | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                             |
|           | - if the arbitration procedure does not state who selects an arbitrator, is                                                                                        |                                                                                                                                                                                                                     |



| <b>12</b>            | <b>Data for secondary clauses</b>                                                                                    | <b>Option</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
|----------------------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------|-----------------------|---------------|---------------|--------------------------|---------------|-----------------|----------------------------|--------------|------------------|-------------------------|---------------|--------------------------|-----------------------|
| <b>X1</b>            | <b>Price adjustment for inflation</b>                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| X1.1(a)              | The <i>base date</i> for indices is                                                                                  | <b>A month before the tender closes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| X1.1(c)              | The proportions used to calculate the Price Adjustment Factor are:<br>The base index date that was used was May 2022 | <table> <tr> <th><b>Proportion by</b></th><th><b>Linked to the index for</b></th><th><b>Index prepared</b></th></tr> <tr> <td><b>37.60%</b></td><td><b>Labour</b></td><td><b>SEIFSA – Table C3</b></td></tr> <tr> <td><b>12.50%</b></td><td><b>Material</b></td><td><b>SEIFSA – Table E-EX</b></td></tr> <tr> <td><b>8.30%</b></td><td><b>Equipment</b></td><td><b>SEIFSA – Table U</b></td></tr> <tr> <td><b>41.60%</b></td><td><b>Foreign Component</b></td><td><b>Exchange rates</b></td></tr> </table> | <b>Proportion by</b> | <b>Linked to the index for</b> | <b>Index prepared</b> | <b>37.60%</b> | <b>Labour</b> | <b>SEIFSA – Table C3</b> | <b>12.50%</b> | <b>Material</b> | <b>SEIFSA – Table E-EX</b> | <b>8.30%</b> | <b>Equipment</b> | <b>SEIFSA – Table U</b> | <b>41.60%</b> | <b>Foreign Component</b> | <b>Exchange rates</b> |
| <b>Proportion by</b> | <b>Linked to the index for</b>                                                                                       | <b>Index prepared</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>37.60%</b>        | <b>Labour</b>                                                                                                        | <b>SEIFSA – Table C3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>12.50%</b>        | <b>Material</b>                                                                                                      | <b>SEIFSA – Table E-EX</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>8.30%</b>         | <b>Equipment</b>                                                                                                     | <b>SEIFSA – Table U</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>41.60%</b>        | <b>Foreign Component</b>                                                                                             | <b>Exchange rates</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X2</b>            | <b>Changes in the law</b>                                                                                            | <b>No additional data is required for this Option</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X4</b>            | <b>Parent company guarantee</b>                                                                                      | <b>No additional data is required for this Option</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X7</b>            | <b>Delay damages</b>                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| X7.1                 | Delay damages for Completion of the whole of the <i>works</i> are                                                    | <b>R 25 000.00 per day</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X13</b>           | <b>Performance bond</b>                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| X13.1                | The amount of the performance bond is                                                                                | <b>10% of the total of the Prices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X14</b>           | <b>Advanced Payment</b>                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X14.1</b>         |                                                                                                                      | The <i>Employer</i> will make an advanced payment of 10%, however the percentage can be increased or decreased subject to the <i>Contractor</i> issuing the <i>Employer</i> with an equivalent percentage Advanced Payment Bond.                                                                                                                                                                                                                                                                           |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |
| <b>X14.3</b>         |                                                                                                                      | The advanced payment is repaid to the <i>Employer</i> by the <i>Contractor</i> in instalments of 16% of the value of the Advanced payment until refunded in full as from the first invoice on the Contract. However, this terms and conditions can be agreed upon during post tender negotiations.                                                                                                                                                                                                         |                      |                                |                       |               |               |                          |               |                 |                            |              |                  |                         |               |                          |                       |

|             |                                                                                                                                                                                    |                                                                  |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>X16</b>  | <b>Retention</b>                                                                                                                                                                   |                                                                  |
| X16.1       | The retention free amount is                                                                                                                                                       | <b>Nil</b>                                                       |
|             | The retention percentage is                                                                                                                                                        | <b>5% on all payments certified.</b>                             |
| <b>X18</b>  | <b>Limitation of liability</b>                                                                                                                                                     |                                                                  |
| X18.1       | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                         | <b>Nil</b>                                                       |
| X18.2       | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                                 | <b>The deductible of the relevant insurance policy</b>           |
| X18.3       | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                     | <b>The cost of correcting the Defect</b>                         |
| X18.4       | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:      | <b>The Total of the Prices</b>                                   |
| X18.5       | The <i>end of liability date</i> is                                                                                                                                                | <b>5 years after Completion of the whole of the <i>works</i></b> |
| <b>Z</b>    | <b><i>Additional conditions of contract are:</i></b>                                                                                                                               |                                                                  |
| <b>Z1</b>   | <b>Obligations in respect of Job Creation</b>                                                                                                                                      |                                                                  |
| <b>Z1.1</b> | It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-27. |                                                                  |
| <b>Z1.2</b> |                                                                                                                                                                                    |                                                                  |

|             |                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                          | <p>The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-27 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..</p>                                                                                                                                                                                                           |
| <b>Z1.3</b> |                                                                          | <p>The <i>Contractor</i> shall provide to the <i>Employer</i>, on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i>, any documentation and/or evidence required by the <i>Employer</i>, which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-27 The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.</p> |
| <b>Z2</b>   | <b>Additional clause relating to Performance Bonds and/or Guarantees</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z2.1</b> |                                                                          | <p>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.</p>                                                                                                                                                                                                                                                                                                      |
| <b>Z3</b>   | <b>Additional clauses relating to Joint Venture</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z3.1</b> |                                                                          | <p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the</p>                                                                                                                                                                                                                                                                                                                                                                       |

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;

|             |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                      | <p><b>v.</b> the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z3.2</b> |                                                                      | <p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>                                                                                                                                                                                                                                                                                     |
| <b>Z4</b>   | <b>Additional obligations in respect of Termination</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Z4.1</b> |                                                                      | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul> |
| <b>Z4.2</b> | <b>Termination Table</b>                                             | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>                                                                                                                                                                                                                                                                                                                 |
| <b>Z4.3</b> |                                                                      | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Z5</b>   | <b>Right Reserved by the Employer to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Z5.1</b> |                                                                      | <p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has</p>                                                                                                                                                                                                                                                                                                                            |

|             |                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                             | access to National Key Points for the following without limitations:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|             |                                                                             | <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol> |
| <b>Z6</b>   | <b>Additional Clause Relating to Collusion in the Construction Industry</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z6.1</b> |                                                                             | The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Z7</b>   | <b>Protection of Personal Information Act</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z7.1</b> |                                                                             | The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z8</b>   | <b>BBBEE Clauses</b>                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z8.1</b> |                                                                             | <b>27.7.1.</b> The <i>Employer</i> encourages its <i>Contractors</i> to constantly strive to improve their B-BBEE Contributor Status Levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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**Z9 Hedging of Foreign Currency Exposures** The Contractor confirms that:

- Z9.1**
- It has the sole responsibility for the implementation and management of foreign currency hedging contracts (the Hedging Contracts) for the purposes of providing protection against the foreign currency exposure assumed by the Contractor under this contract to fluctuations in the Rand exchange rate against other currencies.
  - The Employer has no liability, financial or otherwise, to the Contractor or any other person under or in connection with the Hedging Contracts
  - It has made its own independent appraisal of all risks arising under or in connection with the Hedging Contracts (including the financial condition and affairs of the relevant hedge counterparty) and
  - It has not relied on any information provided to it by the Employer in connection with the relevant hedge counterparty or the Hedging Contracts.
- Z9.2**
- The Employer shall verify the costs of the hedging contracts before entered into by the Contractor (and the Contractor shall provide to the Employer copies of all relevant supporting documentation reasonably required to do so). If the Employer is able to obtain foreign currency hedging quotations (substantially similar, but no less beneficial), for hedging contracts at a lower cost, the Contractor shall reduce its cost of hedging to values as agreed with the Company. This process should be finalised within 10 business days after date of signature of agreement or earlier.

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z9.3</b>                      | <ul style="list-style-type: none"> <li>- The Employer shall reimburse the Contractor for the cost of hedging incurred in accordance with the provisions of this clause.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z10. Escrow Account</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Z10.1</b>                     | <ul style="list-style-type: none"> <li>- The Contractor will open an Escrow account and appoint an Escrow Agent if TNPA deems it necessary</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Z10.2</b>                     | <ul style="list-style-type: none"> <li>- The Contractor shall be responsible for payment of the Initial fee and any Updated fees or Storage fees</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Z11 Intellectual Property</b> | <p>All right, title and interest in and to background intellectual property (initial designs before modifications by the Employer's request) shall vest with Contractor and Transnet acknowledges that it has no claim of any nature in and to the background intellectual property or improvements thereto. Transnet shall not at any time during or after the termination or cancellation of this agreement dispute the validity or enforceability of such background intellectual property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the background intellectual property or improvements thereto and shall not counsel or assist any person to do so.</p> <p>The Employer shall retain all intellectual property rights on the design, specification, general arrangement plan and any working drawings, technical descriptions, calculations, test results and any other data, information and documents, concerning the design and construction of the vessel, including all intellectual property rights relating to the same, and the Contractor undertakes not to disclose same to third parties, without the prior written consent of the Employer, which shall not be withheld unreasonably to the extent required for the</p> |



purpose of carrying out repairs to the vessel.

Title to the vessel

- During construction, the vessel shall be Contractor's property. Title to the vessel shall pass to the Employer upon the delivery of the vessel in accordance with the provisions of clause 11.2 (9) hereof.
- On the Delivery of the Vessel to the Employer, risk in and every responsibility for the safety and generally for the condition of the Vessel will be transferred to the Employer and thereafter all responsibilities and liabilities of any nature whatsoever on the part of Contractor shall cease as per clause X18.5 hereof.
- 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.

Infringement of Intellectual Property

- In the event of any claims arising out of an infringement or alleged infringement of any Intellectual Property Rights in respect of the Vessel, the Contractor's sole obligation shall be to modify the Vessel to the extent necessary to remedy infringements for which the Contractor is liable if reasonably possible. The Contractor shall make such modification at its own cost provided:
- the infringement or alleged infringement is towards Intellectual Property Rights published in official European or South African public patent registers at the date of signing this Agreement; or

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- 
- the infringement or alleged infringement has not arisen or accrued out of any methods or use of the Vessel for a purpose for which it was not designed, or any modification to the Vessel undertaken by the Employer or its affiliates or subcontractors; or
  - the infringement or alleged infringement has not arisen or accrued from the property, equipment, ideas, methods, process, specifications, design furnished or directed by Transnet, including Transnet's Background Intellectual Property.
  - The Employer and Contractor shall inform each other immediately of any infringement of alleged infringement. Neither the Employer nor the Contractor shall make any admissions to third parties which could affect the other Party without the written consent of the other Party.
- 
- 
-

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

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|            |                                                                              |                                                                                                                                                                  |                         |             |
|------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|
|            |                                                                              | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.....</b>                                                           |                         |             |
| 11.2(14)   | The following matters will be included in the Risk Register                  |                                                                                                                                                                  |                         |             |
| 31.1       | The programme identified in the Contract Data is                             |                                                                                                                                                                  |                         |             |
| <b>A</b>   | <b>Priced contract with activity schedule</b>                                |                                                                                                                                                                  |                         |             |
| 11.2(20)   | The <i>activity schedule</i> is in                                           |                                                                                                                                                                  |                         |             |
| 11.2(30)   | The tendered total of the Prices is                                          | <b>(in figures)</b>                                                                                                                                              |                         |             |
|            |                                                                              | <b>(in words), excluding VAT</b>                                                                                                                                 |                         |             |
|            | <b>Data for Schedules of Cost Components</b>                                 | <i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i> |                         |             |
| <b>A</b>   | <b>Priced contract with activity schedule</b>                                | <b>Data for the Shorter Schedule of Cost Components</b>                                                                                                          |                         |             |
| 41 in SSCC | The percentage for people overheads is:                                      | <b>%</b>                                                                                                                                                         |                         |             |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by |                                                                                                                                                                  |                         |             |
|            | The percentage for adjustment for Equipment in the published list is         | <b>% (state plus or minus)</b>                                                                                                                                   |                         |             |
| 22 in SSCC | The rates of other Equipment are:                                            | <b>Equipment</b>                                                                                                                                                 | <b>Size or capacity</b> | <b>Rate</b> |
|            |                                                                              |                                                                                                                                                                  |                         |             |
|            |                                                                              |                                                                                                                                                                  |                         |             |
|            |                                                                              |                                                                                                                                                                  |                         |             |
|            |                                                                              |                                                                                                                                                                  |                         |             |
|            |                                                                              |                                                                                                                                                                  |                         |             |

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|    |    |                                                                                                                              |                             |                    |
|----|----|------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------|
| 61 | in | The hourly rates for Defined Cost of design outside the Working Areas are                                                    | <b>Category of employee</b> | <b>Hourly rate</b> |
|    |    |                                                                                                                              |                             |                    |
|    |    |                                                                                                                              |                             |                    |
|    |    |                                                                                                                              |                             |                    |
|    |    |                                                                                                                              |                             |                    |
| 62 | in | The percentage for design overheads is                                                                                       | <b>%</b>                    |                    |
| 63 | in | 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. ....

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.

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

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

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)



# Part C2: Pricing Data

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## PART 2: PRICING DATA

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
|                    | Cover Page                     | 1           |
| C2.1               | Pricing instructions: Option A | 2           |
| C2.2               | Activity Schedule              | 2           |

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) 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 Activity 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 Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity 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 activity 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 Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/09/1065/12095/RFP

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)

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- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

TRANSNET NATIONAL PORTS AUTHORITY

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## C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

| Item                                                              | Description                                      | Unit Cost (ZAR) | Qty | Total Price (ZAR) |
|-------------------------------------------------------------------|--------------------------------------------------|-----------------|-----|-------------------|
| 1                                                                 | Hull                                             |                 | 1   |                   |
| 2                                                                 | Wheelhouse & fittings                            |                 | 1   |                   |
| 3                                                                 | Accommodation & fittings                         |                 | 1   |                   |
| 4                                                                 | Machinery & compressor plant                     |                 | 1   |                   |
| 5                                                                 | Main engines & alternators                       |                 | 1   |                   |
| 6                                                                 | Electrical installations                         |                 | 1   |                   |
| 7                                                                 | Air conditioning & ventilation                   |                 | 1   |                   |
| 8                                                                 | Refrigeration                                    |                 | 1   |                   |
| 9                                                                 | Communication & navigational aids                |                 | 1   |                   |
| 10                                                                | Fire fighting                                    |                 | 1   |                   |
| 11                                                                | Painting                                         |                 | 1   |                   |
| 12                                                                | Other                                            |                 | 1   |                   |
| 13                                                                | Training in maintenance and operating of vessel. |                 |     |                   |
| <b>Total Cost Excluding VAT</b> <i>(write out in words below)</i> |                                                  |                 |     |                   |
| <b>Vat 15% (if applicable)</b>                                    |                                                  |                 |     |                   |

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|                                                     |  |
|-----------------------------------------------------|--|
| <b>Total Price (incl. Vat) (write out in words)</b> |  |
|-----------------------------------------------------|--|

The milestones and percent payments shown below **serve as guidelines only**. The Tenderer may propose different milestones as they see fit for the successful execution of the project. **Tenderer must also attach an accompanying document that explicitly defines each milestone in such a manner that there is no room for misinterpretation or subjectivity**. Furthermore, it is advised that the Tenderer **must further break down milestones into smaller milestones** to ensure that payments can be made to represent the earned value of the project as it progresses. **Each milestone must be tangible and measurable upon completion.**

| #         | Milestone Description                                                                                                          | Percentages | Cost of Components |
|-----------|--------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------|
| <b>1</b>  | On the submission of the approved Advance Payment Guarantee                                                                    | 10.00%      |                    |
| <b>2</b>  | On Approval of Design                                                                                                          | 10.00%      |                    |
| <b>3</b>  | On Start of Steel Cutting                                                                                                      | 15.00%      |                    |
| <b>4</b>  | On laying of the Keel                                                                                                          | 5.00%       |                    |
| <b>5</b>  | On Completion of the Hull                                                                                                      | 7.50%       |                    |
| <b>6</b>  | On Completion of the Superstructure                                                                                            | 7.50%       |                    |
| <b>7</b>  | On Completion of Superstructure and Hull Assembly                                                                              | 7.50%       |                    |
| <b>8</b>  | On Successful Testing of Main Engines                                                                                          | 7.50%       |                    |
| <b>9</b>  | On Commissioning of Systems (Including Completion of Outfitting)                                                               | 10.00%      |                    |
| <b>10</b> | Completion of SATS and HATS                                                                                                    | 10.00%      |                    |
| <b>11</b> | Due and payable on Handover of Completed Vessel (Including submission of deliverables as detailed in clause 2.1.4.1 of the C3) | 10.00%      |                    |

# Part C3:

# Scope of Service



# **TRANSNET NATIONAL PORTS AUTHORITY**

**A DIVISION OF TRANSNET LTD  
(Registration No. 1990/000900/06)**

## **PART C3: GOODS INFORMATION – MULTI-PURPOSE VESSEL**

**Revised: August 2022**





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## LIST OF ABBREVIATIONS

|         |                                                                     |
|---------|---------------------------------------------------------------------|
| 3D      | Three-dimensional                                                   |
| AIS     | Automatic Identification System                                     |
| AISI    | American Iron and Steel Institute                                   |
| CD      | Compact Disk                                                        |
| COLREGS | International Regulations for Preventing Collisions at Sea          |
| DSC     | Digital Selective Calling                                           |
| EIAPP   | Engine International Air Pollution Prevention                       |
| GMDSS   | Global Maritime Distress and Safety System                          |
| IMO     | International Maritime Organisation                                 |
| ISO     | International Organization for Standardization                      |
| LCD     | Liquid Crystal Display                                              |
| LED     | Light Emitting Diode                                                |
| MARPOL  | International Convention for the Prevention of Pollution from Ships |
| NACA    | National Advisory Committee for Aeronautics                         |
| SAMSA   | South African Maritime Safety Authority                             |
| SART    | Search and Rescue Transponder                                       |
| SWL     | Safe Working Load                                                   |
| USB     | Universal Serial Bus                                                |
| VHF     | Very High Frequency                                                 |
| WH      | Wheelhouse                                                          |

# 1 COMMERCIAL REQUIREMENTS

## 1.1. Definitions

The following words and/or expressions used herein will have the meaning as defined hereinafter:

|                        |                                                                                                                            |
|------------------------|----------------------------------------------------------------------------------------------------------------------------|
| "Vessel"               | The Pollution Control Vessel as described in this specification.                                                           |
| "Buyer"                | Transnet National Ports Authority.                                                                                         |
| "Builder"              | Preferred Contractor / Shipbuilder.                                                                                        |
| "Builder's standards"  | Manner of construction and/or outfitting as customary at Builder's yard.                                                   |
| "Standard execution"   | The execution of the Vessel, built and equipped with the materials, fittings and items as described in this specification. |
| "Or" / "Or equivalent" | The substitution of equivalent equipment of different manufacturers may be proposed by builder.                            |
| "Capacity"             | Capacities of equipment mentioned in this specification reflect theoretical performance as listed by the equipment vendor. |
| "Contractor"           | Shipbuilder appointed by TNPA to build the vessel.                                                                         |

- 1.2. This specification covers the construction and requirements of a modern twin-screw work pontoon for pollution control with a fixed-pitch propeller.
- 1.3. It will be the responsibility of the contractor to advise SAMSA of the intention to build the vessel. The requirements of the Department shall be established at the tendering stage.
- 1.4. All costs in connection with certificates, registrations, surveys, SAMSA and the Classification Society, are to be borne by the contractor. The builder is to deliver the completed Pollution Control Vessel to the Port of Cape Town ready for use.
- 1.5. Metric standards are to be used throughout for construction and drawings. All instruments and gauges are to be graduated in S.I. units.
- 1.6. Tenders from builders who are inexperienced in shipbuilding of specialised vessels may not be considered unless such tenders are submitted jointly with a firm of specialists. Tenderers are to substantiate their claims as experienced shipbuilders.

- 
- 1.7. In the case of inexperienced Tenderers, it is required that the division of financial responsibility between tenderer and the specialist firm for the satisfactory completion of the contract, be stated in a covering letter accompanying the tender offer.
- 1.7.1. Tenderers must submit General Arrangement and Outline drawings of their proposals when tendering. The outline drawings are to include a general arrangement, profile, mid-ship section, plan and end views, forward and aft. Frame spacings and all scantlings are to be clearly indicated.
- 1.8. Full particulars of all machinery and equipment are also to be furnished and data sheets completed in all respects. Failure to comply with this requirement may result in the Tenderer's offer being overlooked.
- 1.9. The tenderer must indicate, paragraph by paragraph, either that his tender complies in every respect with this specification, in which case they need only state "will comply" or, if not, precisely how it differs from the specification. Alternative offers may be submitted but all divergences from this specification must be clearly stated. A broad statement that the equipment is in accordance with these requirements may preclude a tender from consideration.
- 1.10. The contractor shall submit all working drawings to the Marine Technical Manager or other TNPA nominated representative for approval prior to manufacture or installation. It shall be arranged that the first of the working drawings be submitted for approval as soon as possible so that construction can commence with immediate effect.
- 1.10.1. To enable the construction to proceed uninterrupted, subsequent working drawings are to be submitted systematically and insufficient time to permit full scrutiny, approval and return to the contractor.
- 1.10.2. Two prints of each detailed working drawing shall be submitted to the Marine Technical Manager or other TNPA nominated representative for approval.
- 1.10.2.1. Where the approval of the classification society is required, this shall be obtained prior to submission.
- 1.10.2.2. After approval one print will be returned to the contractor.
- 1.10.3. All prints are to be dated and signature obtained on delivery and return.
- 1.10.4. To facilitate checking, when submitting drawings for approval, arrangement drawings must be submitted with or before detailed working drawings.

- 1.11. In addition to the drawings for approval, the contractor shall supply one set of as-built drawings on digital format (USB, CD, etc.) plus two sets of paper drawings. They are to show full details of the vessel and all machinery and equipment as actually constructed, they are to be properly indexed and packed in box files and canisters of good quality.
- 1.11.1. The electrical drawings shall be complete in every respect and show ratings where applicable.
- 1.11.2. Drawings shall include docking plan, shell expansion, lines plan, hydrostatic curves, stability data, displacement data, tank capacities, trials data, pumping, piping, electrical and wiring arrangements.
- 1.11.3. All lettering and figures on drawings shall be easily legible. The working shall be in English and all dimensions shall be in metric units. The drawings shall comply with ISO and be within the limit A4 to A0.
- 1.12. Spares required by the Classification Society are to be included in the tender price and a detailed list of these spares is to be furnished. In addition, the following critical spares shall be delivered with the vessel;
- 1 X Propeller Shaft,
  - 1 set of Propeller shaft bearings,
  - 1 X Fixed-pitch propeller.
  - 1 set of engine spares as recommended by OEM.
- 1.13. During construction, the contractor is to afford full inspection facilities to TNPA or TNPA selected representative. Reasonable, on-site, office facilities are to be provided by the contractor if required.
- 1.14. The tenderer is to state the date of delivery of the vessel upon contract signing.
- 1.15. The delivery shall be at the contractor's risk.
- 1.16. It will be the contractor's responsibility to arrange adequate insurance cover (full replacement value) for any loss during the construction period and until acceptance of the vessel by TNPA.
- 1.17. Notwithstanding any errors, omissions or inconsistencies in the specification or drawings, but considered necessary for the satisfactory completion and operation of the vessel is to be borne by the contractor and be included in his tender price.
- 1.18. The cost of any work material or equipment not covered by the specification or drawings, but considered necessary for the satisfactory completion and operation of the vessel is to be borne by the contractor and be included in his tender price.

1.19. Prior to advising TNPA that the vessel is ready for acceptance trials at the port of Cape Town, the contractor shall carry out his own trials to be satisfied that the vessel fully meets the requirements of the specification and is complete in all respects.

1.19.1. Acceptance trials of the vessel and all its equipment (including maneuvering, speed, ahead and astern bollard pull trials) shall be thereafter carried out in the presence of TNPA Marine Technical Manager or his deputy and other officers selected by TNPA for this purpose.

1.19.2. National Ports Authority will not accept delivery until such time as these trials and an underwater inspection in dry dock have been completed to the satisfaction of the Marine Technical Manager.

1.19.3. National Ports Authority will issue a signed acceptance certificate and arrange to take delivery of the vessel.

1.19.4. The contractor shall supply all crew, fuel, consumables and labour until the vessel has been accepted by TNPA unless otherwise agreed to in writing.

1.20. Tenderers must furnish a guarantee that the specified speed and bollard pull, both ahead and astern, will be obtained at the continuous rated power as well as the rated speed of the engines. Steering and maneuvering characteristics shall also be of an acceptable standard for this type of vessel. If the vessel does not attain:

If the speed or bollard pull is less than that specified, TNPA may, at their discretion, refuse acceptance of the vessel.

1.21. The tenderer is free for consideration to offer any changes to this specification as long as it is to the benefit of TNPA and they comply in full to the Classification Society requirements as well as SAMSA requirements for this class of vessel.

1.22. Transnet's new policy ensures that focus is placed on the development, promotion and support of the previously disadvantaged.

1.23. Previously disadvantaged includes small, medium and micro enterprises as well as established businesses within those communities.

1.24. To this end, Tenderers are to furnish details of work that will be allocated to these groups as called for in the schedule of work allocated to the previously disadvantaged.



---

1.25. All equipment offered must have local agents and spares readily available in South Africa.

---

## **2 GENERAL DESCRIPTION**

### **2.1 Main Particulars**

#### **2.1.1 Function**

The Vessel specifications have been adapted in line with the Functional Specifications addressing the following operational window:

- Cleaning of debris within the Harbour area,
- Attend to oil spills (tier 1),
- Quay Maintenance (replacement of fenders/tyres),
- Assisting with Lighthouse maintenance activities (buoys),
- Maintenance dredging (High spot flattening using dredging pump),
- General maintenance work.

#### **2.1.2 Design**

The Builder shall be responsible to deliver a Vessel that shall be a modern twin-screw work pontoon for pollution control, port operations and coastal services, built-in steel, based preferably on a proven and existing design of which the Builder has built and delivered multiple vessels in the past of similar design. In addition, the Buyer must be able to visit and have access to view and inspect such a similar design in operation for at least two years.

The design must ensure the following qualities for all aspects of the Vessel and for all the tasks it has to perform:

- Efficient and accessible layout,
- Excellent performance,
- Cost-effective to operate,
- Easy to maintain,
- Built to modern and high standards,
- Fitted with new and high standard commercial components.

### 2.1.2.1 **Layout**

The Vessel shall have the superstructure amidships at port. A hydraulic crane shall be fitted on the foreship at port. A towing bitt shall be fitted on the aft deck with a hydraulic towing hook; The hull and superstructure shall be of all-welded steel construction. The hull shall be divided into five watertight compartments. Around the hull at deck level, a heavy-duty steel fendering shall be integrated into the hull construction. The superstructure shall be placed well inboard. The work deck shall be capable of carrying loads with a specific weight of 5 ton/m<sup>2</sup>.

### 2.1.2.2 **Principal Dimensions**

|                |                  |
|----------------|------------------|
| Length overall | 20.0 m (approx.) |
| Beam overall   | 8.00 m (approx.) |
| Draught Aft    | 2.15 m (approx.) |

Note: These shall be approximate dimensions desired limited to 10% variation of above principal dimensions.

### 2.1.2.3 **Tank Capacities**

|                     |                     |                        |
|---------------------|---------------------|------------------------|
| Fuel oil aft:       | 7.5 m <sup>3</sup>  | 6.3 tonnes (approx.),  |
| Fuel oil fore:      | 18.8 m <sup>3</sup> | 15.8 tonnes (approx.), |
| Fresh water fore:   | 1.1 m <sup>3</sup>  | 1.1 tonnes (approx.),  |
| Fresh water aft:    | 14.8 m <sup>3</sup> | 14.8 tonnes (approx.), |
| Water ballast aft:  | 12.9 m <sup>3</sup> | 12.9 tonnes (approx.), |
| Water ballast fore: | 9.0 m <sup>3</sup>  | 9.0 tonnes (approx.),  |
| Lubrication oil:    | 0.8 m <sup>3</sup>  | 0.7 tonnes (approx.),  |
| Dirty oil :         | 0.9 m <sup>3</sup>  | 0.8 tonnes (approx.),  |
| Bilge water aft:    | 0.8 m <sup>3</sup>  | 0.8 tonnes (approx.),  |
| Bilge water fore:   | 35.2 m <sup>3</sup> | 35.2 tonnes (approx.), |
| Sewage:             | 0.9 m <sup>3</sup>  | 0.9 tonnes (approx.).  |

Tank capacities shall be based on 98 % filling. See related General Arrangement Plan. Complete simultaneous filling of these tanks shall only apply for non-seagoing conditions. Limits for seagoing conditions (Load Line Compliant) shall be provided in the stability booklet.

#### 2.1.2.4 ***Other Capacities & Limits***

|                          |                                      |
|--------------------------|--------------------------------------|
| Minimum Crew:            | 4 (1 Pilot, 2 Bargeman, 1 Motorman), |
| Gross Tonnage:           | < 200 tonnes,                        |
| Maximum Installed Power: | < 750 kW,                            |
| Bollard Pull:            | 10 tonnes ahead minimum,             |
| Maximum Speed:           | 6.0 knots.                           |

#### 2.1.2.5 ***Propulsion and Speed***

The Vessel shall be propelled by two marine diesel engines, each driving a fixed-pitch propeller in a nozzle. These engines shall have a closed cooling water system and shall be electrically started. The engines shall be removable via a large service hatch. Full details shall be given in the Propulsion Selection Diagram (see section 4.1.2) including speed and bollard pull ratings.

#### 2.1.2.6 ***Weather Protected Assembly***

The construction, assembly of all equipment, the painting and other sensitive activities required for the construction of the Vessel shall take place in a covered working area, with controlled conditions, protected from weather influences and providing full material handling facilities such as overhead cranes with sufficient lifting capacity, power supply, and a safe working environment.

#### 2.1.2.7 ***Quality Policy***

The builder shall apply a Quality Management System to every facet of operations and seek to maintain and upgrade the quality of products and organization.

The Builder shall ensure that the design, construction and delivery of the Vessel, including after-sales services, shall have been certified by Classification Society (see section 2.2.1.1) for the following:

- Quality Management System to the ISO 9001:2015 standards
- Environmental Management System to the ISO 14001:2015 standard

- Occupational Health & Safety Management System Quality Assurance Limited to the OHSAS 18001:2007 standards

At the Builder's yard, an office must be made available for the Classification Society's surveyor(s) and Buyer's representative(s).

#### 2.1.2.8 ***Workmanship and Quality of Materials and Fittings***

The workmanship on the hull and fittings throughout shall be of good marine practice. Care shall be taken to ensure fair lines, smooth surfaces and neat welding. All materials and equipment installed in or delivered with the vessel shall be new and of good marine quality.

During the outfitting, high standards shall be kept regarding the clean keeping, safety and environmental protection. The builder shall have a standardisation department for quality control and assurance, and design improvement.

Trade names and names of specific manufacturers mentioned in the specifications shall be intended to describe the desired quality and/or construction of the equipment and materials and not to exclude any other makes of similar quality or construction.

All bolts, chains, fittings and other small equipment exposed to seawater shall be, where possible, of stainless steel and at least of galvanised steel.

#### 2.1.2.9 ***Delivery (Port of Cape Town)***

The Vessel shall be delivered to the Buyer with almost empty tanks, complete with equipment and tools as per purchase order or contract.

#### 2.1.2.10 ***Modifications***

The Builder has the liberty to propose minor modifications to the construction and/or designs, provided such proposals shall be approved by the Buyer and Classification Society / SAMSA and do not adversely affect the Vessel as described in this specification.

#### 2.1.2.11 ***Buyer's Supply***

In the event the Buyer shall be supplying information, components, equipment and/or any other materials to be incorporated in the Vessel, this shall be described as "Buyer's supply". Additional costs

for incorporating in the Vessel design, bringing on board and/or for installation onboard, shall not be included in this specification unless specifically indicated otherwise.

Effects on Vessel performance (e.g. weight, speed, stability, etc.) due to incorporation of the Buyer's supply has not been included in this specification.

### **2.1.3 Design Conditions**

#### **2.1.3.1 *General Requirements***

The Vessel shall be generally designed for safe operation in the following environmental conditions:

- Seawater temperature
  - Maximum 32 °C
  - Minimum 13 °C
- Air temperature outside
  - Maximum 40 °C
  - Minimum 10 °C

For the specific design condition of the propulsion installation, air conditioning, heating, etc., see the individual items.

Performance de-rating can occur at the boundaries of the ranges as specified above.

### **2.1.4 Manuals and Documentation**

#### **2.1.4.1 *Documentation and Manuals Upon Delivery***

Upon completion and acceptance of the Vessel by the Buyer, the Builder will deliver to the Buyer in hard copy and digital format (CD, USB or other media) two complete sets of the as-built construction drawings, arrangement drawings, plans and documents in the English language, including but not limited to:

- Supply 3D digital model compatible with a readily available 3D free online viewer,
- General Arrangement Plan,
- Docking or hoisting plan,
- Engine room arrangement,
- Diagrams of all systems (including Piping and Instrumentation Diagrams),

- Electric Power Distribution Diagrams,
- Propulsion Arrangement,
- General Construction Plan,
- Deck arrangements, including deck equipment and future equipment,
- Trial test reports,
- Safety Plan,
- Tank tables for all tanks,
- Engine room logbook,
- Paint list and documentation,
- Paint inspection report,
- Inventory list,
- A stability booklet, as indicated in item 2.3.1.1.

#### 2.1.4.2 ***Certificates***

At the time of delivery and acceptance by the Buyer of the Vessel, the Builder shall supply the Buyer with the original Certificates/Statements, including a hard copy and digital copy (CD, USB or other media), including but not limited to the following Certificates / Statements:

- Builder's certificate,
- Classification certificates,
- Certificates of relevant components according to classification requirements,
- Load line certificate,
- Life raft certificate,
- Anchor and cable certificates,
- Certificates of navigation lights,
- Certificates of fire extinguishers,
- Tonnage certificate,
- Bollard pull statement,
- Material certificates (as far as required by Classification Society),
- Inclining test report,
- Radio certificates / statements,
- EIAPP statement (Compliance with Annex VI of Marpol 73/78).

#### 2.1.4.3 ***Equipment Supplier's Maintenance Manuals and Handbooks***

The Builder will deliver to the Buyer in hard copy and digital format (CD, USB or other media) two complete sets of each equipment supplier's maintenance manuals and handbooks, where applicable and available. One hard copy set of maintenance manuals and handbooks shall be placed in the vessel. Each hard copy set of maintenance manuals and handbooks shall be placed in a box file of good quality, be indexed in a proper and orderly manner and complete.

Maintenance manuals and handbooks shall be provided in English. Maintenance manuals and handbooks shall be provided for all critical equipment installed, such as the items listed below (but not limited to):

- Main Engine(s),
- Auxiliary Engine(s) (Gensets),
- Gearbox(es),
- Pumps,
- Electrical Equipment,
- Hydraulic Equipment,
- Dredging Equipment,
- Debris Collection Equipment,
- Hydraulic Crane and Winch,
- Electric Anchor Winch,
- Navigation Equipment,
- Communication Equipment,
- Safety equipment.

#### 2.1.4.4 ***Ship's Handbook***

Two hard copies and one digital copy of a Ship's Handbook shall be delivered with the vessel. One hard copy shall be placed in the Vessel. The Ship's Handbook contains the as-built information relating to the Vessel's equipment and systems that are not included in the individual supplier's handbooks/manuals. The information in the Ship's Handbook shall be intended to supplement the information in the various system and equipment handbooks provided by equipment suppliers.



Note: The Ship's Handbook shall not replace the equipment maintenance manuals or handbooks supplied. The builder shall engage critical equipment suppliers to review and accept the Ship's Handbook's content relating to their equipment operating and maintenance requirements. In case of conflict between the Ship's Handbook and the information in the equipment supplier's maintenance manual/handbook, the equipment supplier's maintenance manual/handbook shall always take precedence.

#### **2.1.4.5 *Display of Plans and Diagrams***

The following weatherproof plans/diagrams (in the English language) shall be fitted in frames and displayed at the appropriate location:

- Safety Plan, to be approved and stamped by SAMSA,
- Bilge / Ballast / internal fire-fighting diagram,
- Fuel oil system diagram,
- Cooling water system diagram,
- Freshwater system diagram,
- Wastewater system diagram,
- Hydraulic system diagram.

## **2.2 Classification**

### **2.2.1 Classification Society**

#### **2.2.1.1 *Bureau Veritas or Equivalent***

The Vessel shall be classed by Bureau Veritas or equivalent. The classification notation shall be:

I ✕ Hull • MACH Seagoing Service/Workboat Coastal Area

Service along the coast, the geographical limits of which will be indicated in the Register Book, and for a distance out to sea not exceeding 15 nautical miles

## **2.2.2 Flag State Authorities**

### **2.2.2.1 *South African Maritime Safety Authority (SAMSA)***

The Vessel shall be designed and built to the approval of the regulatory body South African Maritime Safety Authority (SAMSA) of South Africa. Actual SAMSA registration of the Vessel shall be arranged by the Builder with the support from the Buyer. All costs relating to SAMSA registration shall be for the Builder's account.

## **2.2.3 Other Authorities**

### **2.2.3.1 *Regulations***

The Vessel shall comply with the latest edition of the following applicable rules of Class Society and IMO:

- International Regulations for Preventing Collisions at Sea 1972,
- The intact stability complies with IMO resolution A469,
- MARPOL 1973 / 1978 consolidate edition with all amendments in force at the time of keel laying including Annex VI: regulation for air pollution prevention and NOx and SOx technical code.

## **2.3 Test, Trials and Acceptance**

### **2.3.1 General Description**

All work and equipment on the Vessel shall be tested at Builder's yard for suitability, performance and workmanship for their intended purpose and shall be in accordance with Builder's standards and the Classification Society. A detailed report of all tests and trials shall be delivered with the Vessel. The Builder will furnish all consumables including manning necessary for tests and trials.

Note: Final (successful) harbour tests, sea trials and delivery to be done in the Port of Cape Town / Table Bay prior Buyer's acceptance.

#### **2.3.1.1 *Stability Booklet***

The builder shall prepare a final stability booklet. This booklet shall be submitted for approval by SAMSA and Classification Society.

## **2.3.2 Factory Tests / Harbour Tests**

### **2.3.2.1 General**

The below-mentioned test shall be indicative only and may change based upon the final requirements of the main equipment suppliers and/or Classification Society, if applicable.

### **2.3.2.2 Equipment**

The following equipment shall be tested:

- Anchor equipment,
- Hose test windows, watertight/weathertight doors and hatches,
- Navigation and communication equipment,
- Deck Equipment,
- Firefighting Equipment.

### **2.3.2.3 Systems**

Systems to be tested shall include but not be limited to the following:

- Control of the propulsion system,
- Cooling water system,
- Bilge system,
- General Service and internal/ external fire-fighting hydrant(s),
- Fuel system,
- Hydraulic system,
- Lifting system (load test for hydraulic crane),
- Ventilation systems,
- Electrical system,
- Communication and Navigation Systems,
- Lighting system,
- Pressure test fixed fire-fighting system,
- Freshwater system,
- Wastewater system,
- Air conditioning system,

- Bilgewater / dirty oil system,
- Pollution Control System.

#### 2.3.2.4 ***Inclining Test & Stability Information***

An inclining test shall be executed for determination of the Vessel's weight and center of gravity. A stability booklet shall be provided and includes:

- Hydrostatic data,
- Stability calculations for various loading conditions,
- Tank tables,
- General information of the Vessel.

The Classification Society and SAMSA shall be present to witness the incline test. A Classification Society signed stability booklet, shall be delivered with the Vessel.

### 2.3.3 **Sea Trials**

#### 2.3.3.1 ***General***

Sea trials shall be performed in attendance with, and certified by, the Classification Society appointed Surveyor. During the tests and trials listed below, data shall be recorded regarding wind speed, wave heights, water depth, air and seawater temperature, draught, trim and weight of the Vessel, etc. Parameters that cannot be recorded in real-time from on-board the Vessel (e.g. wave height) shall be estimated and noted as such in the trial report.

A Classification Society signed trial report shall be delivered with the Vessel together with a certified speed document.

During Trials the following observers/crew members shall be in attendance:

- Buyer's Representative / Contract Manager,
- Builder's Representative / Contract Manager,
- Classification Society's Project Surveyor,
- SAMSA Surveyor,
- Builder's Appointed Skipper and Crew,
- Buyer's Appointed Skipper and Engineer.

### 2.3.3.2 ***Speed Trials***

The Vessel's speed ahead shall be measured at maximum throttle on a one nautical mile course. A total of two runs, in opposite directions (one in each direction), shall be performed. The speed shall be measured with a GPS device. The trial condition of the Vessel shall be defined by the minimum loading condition (tonnes as per item 2.3.3.4) and the maximum sea condition (item 2.3.3.5).

The Vessel shall be designed to meet the trial speed as shall be stated in the Propulsion Selection Diagram (item 4.1.2).

Optional equipment or Buyer's supplies shall be not included in the trial condition unless stated otherwise.

### 2.3.3.3 ***Bollard Pull Test***

To be executed according to Classification Society rules in the Port of Cape Town using Class certified calibrated equipment.

### 2.3.3.4 ***Loading Condition***

| Item               | Condition | Weight               |
|--------------------|-----------|----------------------|
| Fuel oil aft       | 50 %      | 3.15 tonnes,         |
| Fuel oil fore      | 50 %      | 7.90 tonnes,         |
| Fresh water fore   | 50 %      | 0.55 tonnes,         |
| Fresh water aft    | 50 %      | 7.40 tonnes,         |
| Ballast water aft  | 50 %      | 6.45 tonnes,         |
| Ballast water fore | 50 %      | 4.50 tonnes,         |
| Lubrication oil    | 50 %      | 0.35 tonnes,         |
| Dirty oil          | 0 %       | 0.00 tonnes,         |
| Bilge water aft    | 0 %       | 0.00 tonnes,         |
| Bilge Water Fore   | 0 %       | 0.00 tonnes,         |
| Sewage             | 0 %       | 0.00 tonnes,         |
| Crew and effects   | 4         | 0.28 tonnes,         |
| Passengers         | 6         | 0.42 tonnes.         |
| Total              |           | 31.00 tonnes approx. |

Note: percentages shall be indicative, listed weights shall be leading

#### 2.3.3.5 ***Weather Condition:***

Trials shall be based on the following maximum weather and sea conditions:

- Sea state  $\leq 2$ ,
- Beaufort  $\leq 3$ ,
- Water depth  $> \frac{1}{2}$  times the waterline length.

#### 2.3.3.6 ***Endurance Trials***

An endurance test at maximum rpm of the main engines shall be carried out with the Vessel for a period of 1 hour. During the test, the exhaust gas temperature, cooling water temperature and lubrication oil temperature of the main engines shall be recorded. The approximate fuel consumption shall be read out from the (engine) management system.

#### 2.3.3.7 ***Maneuvering Trials***

The following maneuvering trials shall be carried out:

- Measurement of the time and distance needed for a crash stop,
- Measurement of the turning circle diameter,
- Steering gear trials.

### **3 SHIPBUILDING (HULL AND OUTFITTING)**

#### **3.1 General**

##### **3.1.1 Materials**

Steel as mentioned in this specification equivalents to steel grade A (equivalent to EN 10025 - S235 JRG2, St 37 / Fe 360).

##### **3.1.2 Welding**

All welding will be performed in accordance with the applicable Classification Society requirement.

On the outside of the hull and for all other areas where contact with water shall be expected the welding will be continuous.

All costs relating to non-destructive testing requested by the Classification Society's surveyor to ensure weld quality shall be covered by the Builder.

#### **3.2 Hull**

##### **3.2.1 General Description**

The rectangular barge shaped hull has a flat bottom, a transom stern and a formed bow. Bow and stern have rounded reinforced corners.

The hull shall be made of steel plates, certified by one of the major Classification Societies. Four bulkheads shall divide the hull into 5 watertight compartments as follows:

- Aft peak,
- Ballast tanks/ freshwater tank,
- Engine room,
- Workshop/stores, fuel oil tank/ accommodation/ fuel oil tanks / bilge water tank,
- Forepeak/water ballast tank.

At the chine, the hull shall be reinforced with a solid round bar, diameter 38 mm

### **3.2.2 Tank Configuration**

#### **3.2.2.1 General**

All tanks shall be provided with bolted manhole covers, bronze drain plugs (docking plugs), filling, discharge and de-aeration pipes.

All tanks are to be pressure tested in accordance with Classification Society requirements and tests to be witnessed by Class surveyor prior to commencement of painting.

Note: All tank capacities stated below are approximate estimates and the Builder may finalise exact capacities, within 10% deviation from the estimated values, in their proposed design.

Important: The tank top plating of fuel oil tanks shall be lower than the work deck plating to allow welding on the main deck. The suction line ends at the lowest point of each tank.

#### **3.2.2.2 Fuel Oil Tank Aft**

One centre tank for fuel oil shall be integrated into the hull construction and situated forward of the engine room between frames 7 and 8. The fuel oil tank shall be provided with a gauge glass with a self-closing valve.

Capacity: 7.5 m<sup>3</sup>

#### **3.2.2.3 Fuel Oil Tanks Fore**

One steel fuel oil tank shall be integrated into the hull construction and shall be situated between frames 8 and 10. The fuel oil tank shall be provided with a gauge glass with a self-closing valve.

Capacity: 18.5 m<sup>3</sup>



#### 3.2.2.4 ***Fresh Water Tank Fore***

One steel freshwater tank shall be integrated into the hull construction and situated at port between frames 2 and 3. The tank shall be provided with a gauge glass with a self-closing valve.

Capacity: 1.0 m<sup>3</sup>

#### 3.2.2.5 ***Fresh Water Tank Aft***

One steel tank for freshwater shall be integrated into the hull construction and situated aft of the engine room between frames 1 and 3. The tank shall be provided with a gauge glass with a self-closing valve.

Capacity: 15.0 m<sup>3</sup>

#### 3.2.2.6 ***Bilge Water Tank***

One steel tank for bilge water shall be integrated into the hull construction and situated forward of the engine room between frames E and 13.

Capacity: 35.0 m<sup>3</sup>

#### 3.2.2.7 ***Water Ballast Tanks Aft***

Two steel water ballast tanks shall be integrated into the hull construction and situated aft of the engine room between frames 1 and 3 on the sides.

Capacity: 13.0 m<sup>3</sup> total

#### 3.2.2.8 ***Water Ballast Tank Fore***

One steel tank shall be integrated into the hull construction and situated at the forepeak between frames 13 and 14.

Capacity: 11.0 m<sup>3</sup>

#### 3.2.2.9 ***Lubrication Oil Tank***

One steel clean lubrication oil tank shall be integrated into the hull construction and situated between frames 5 and 6 at starboard.

Capacity: 1.0 m<sup>3</sup>

### 3.2.2.10 **Dirty Oil Tank**

One steel dirty oil tank shall be integrated into the hull construction and situated between frames 4 and 5 at starboard.

Capacity: 1.0 m<sup>3</sup>

### 3.2.2.11 **Sewage Tank**

One steel sewage tank shall be integrated into the hull construction and situated between frames 4 and 5 at port.

Capacity: 1.0 m<sup>3</sup>

### 3.2.2.12 **Bilge Water Tank**

One steel bilge water tank shall be integrated into the hull construction and situated between frames 5 and 6 at port side.

Capacity: 1.0 m<sup>3</sup>

## 3.2.3 **Hull Scantlings**

Hull scantlings shall be determined by the requirements of the Classification Society. All the below mentioned thicknesses shall be indicative only and shall be changed based upon final construction analysis.

|                                                    | (mm)                   |
|----------------------------------------------------|------------------------|
| • Side and bottom plating                          | 10                     |
| • Side plating in corners                          | 15                     |
| • Stemplate                                        | 15                     |
| • Sheerstrake flat bar                             | 530 x 30               |
| • Deck plating                                     | 10                     |
| • Deck plating forward of frame 11                 | 20 (between push bows) |
| • Bulkheads                                        | 6                      |
| • Transom plating                                  | 10                     |
| • Side longitudinal flat bulb section (HP profile) | 100 x 7                |
| • Frames flat bulb section (HP profile)            | 220 x 10               |
| • Deck longitudinal flat bulb section (HP profile) | 100 x 7                |

- |                                               |                |
|-----------------------------------------------|----------------|
| • Deck girders flat bulb section (HP profile) | 220 x 10       |
| • Tank                                        | 6              |
| • Frame spacing transversal                   | 1000/1250/1500 |
| • Frame spacing longitudinal                  | 500            |

### 3.2.4 Cooling Channels

The longitudinal outside bottom frames serve as cooling channels. The cooling area shall be adequate for tropical conditions. At the foreside of the cooling channels, a heavy plate shall be fitted.

### 3.2.5 Engine Seating

The engine seatings shall be sufficiently stiff to minimise hull vibrations excited by the engines and consist of longitudinals of 10 mm plate, each with a top plate of flat bar 250 x 25 mm. Main engines and reduction/reverse gearboxes shall be secured to the top plates of the seatings.

### 3.2.6 Bulwark/Railing

A bulwark of 6 mm plate shall be fitted on the fore ship. Height: 1000 mm. The top of the bulwark shall be protected with a pipe of 101.6 mm OD and 10 mm wall. Removable railings shall be fitted according to General Arrangement Plan; railings shall be manufactured from stainless steel wire. The centre part of the bulwark in way of the bow roller shall be fitted with a hard wooden removable bulwark.

### 3.2.7 Chain Locker

One chain locker shall be integrated into the hull construction and shall be provided with sufficient drains.

## 3.3 Superstructure

### 3.3.1 General Description

The superstructure shall be made of steel plates, certified by the Classification Society. The wheelhouse shall be placed on the lower deckhouse and has an efficient layout, which offers an optimal view in all directions. A stairway inside the deckhouse/galley/mess shall provide access to the engine room/accommodation/store and workshop. A stairway aft of the superstructure shall provide access to the wheelhouse. A ladder at the aft side of the wheelhouse shall provide access to the topdeck.

### 3.3.2 Windows Lay-Out:

The deckhouse shall have the following windows and access doors:

- One steel entrance door at the aft side,
- One opening porthole at port,
- One opening window at starboard,
- One fixed window front side.

The wheelhouse shall have the following windows and access doors:

- A Glass Reinforced Plastic (GRP) access door with fixed windows aft side,
- Three windows at the front,
  - centre window is fixed and fitted with clear view screen,
  - Front port and starboard windows are opening windows,
- Two fixed windows at port,
- Two fixed windows at starboard,
- Two fixed windows at the aft,
- Three fixed sky windows.

Nuts shall be welded around the wheelhouse windows to bolt window covers.

### 3.3.3 Superstructure Scantlings

Superstructure scantlings shall be determined by the requirements of the Classification Society. All the below mentioned thicknesses shall be indicative only and shall be changed based upon final construction analysis.

|                                   | (mm)   |
|-----------------------------------|--------|
| Front                             | 6      |
| Bridge side                       | 6      |
| Topdeck                           | 6      |
| Stiffeners flat bulb (HP Profile) | 80 x 7 |
| Deck beams flat bulb (HP Profile) | 80 x 7 |

### 3.4 Hatches / Doors / Windows

#### 3.4.1 Hatches

##### 3.4.1.1 *General Description*

All hatch covers shall be watertight by means of gaskets. All hinges shall be adjustable and provided with grease nipples. All outside placed hinges shall be stainless steel. All outside hatches and doors shall be locked either with a seawater resistant padlock or from the inside. Provisions for securing hatch covers in open position shall be provided. The following hatches shall be fitted:

- ***Engine Room Escape Hatch***

One engine room escape hatch on a raised coaming at the aft deck shall be fitted. Hatch cover shall be hinged and shall be closed by toggles. For easy handling, the hatch shall be fitted with a gas spring.

Access opening: 0.90 x 0.60 m (minimum)

- ***Store Entrance Hatch***

A store entrance hatch on a raised coaming shall be fitted in the wheelhouse.

- ***Workshop/Store Hatch***

One flush workshop/store hatch shall be fitted. Hatch cover shall be hinged and shall be closed by toggles. For easy handling, the hatch shall be fitted with a gas spring.

Access opening: 1.40 x 1.00 m (approx.)

- ***Aft Peak Entrance Hatch***

One aft peak entrance hatch on a raised coaming shall be fitted. Hatch cover shall be hinged and shall be closed by toggles. For easy handling, the hatch shall be fitted with a gas spring.

Access opening: 0.90 x 0.60 m (minimum)

- ***Store Access/Escape Hatch***

One store access/escape hatch on a raised coaming at port on the foredeck shall be fitted. Hatch cover shall be hinged and shall be closed by toggles. For easy handling, the hatch shall be fitted with a gas spring.

Access opening: 0.90 x 0.60 m (minimum)

- ***Engine Removal Hatch***

One flush hatch for the removal of the main engines shall be fitted. Hatch cover shall be closed by toggles below deck.

Access opening: 2.00 x 1.40 m (minimum)

### **3.4.2 Covers**

#### **3.4.2.1 *Air duct covers (Exterior)***

The air gratings at the aft side of the deckhouse for the ventilation of the engine room shall be closed with steel covers.

#### **3.4.2.2 *Air duct covers (Interior)***

The air ducts for the ventilation of the engine room shall be closed with internal steel covers.

### **3.4.3 Manholes**

Each tank shall be provided with a manhole, the larger tanks have two manholes. The manholes shall be closed by watertight plate covers, secured by bolts. In exposed areas, the bolts shall be of stainless steel.

Access opening diameter: 450 mm (minimum)

### **3.4.4 Watertight and Weather Tight Doors**

#### **3.4.4.1 *General Description***

All steel watertight doors shall be fitted with hinges and toggles, equally spaced along the circumference. Hinges shall be provided with grease nipples. All outside placed hinges shall be stainless steel. All doors shall be locked in open position. All doors are to be certified by the Classification Society.

The following watertight steel doors shall be fitted:

- One watertight steel door to the deckhouse with approved marine quality central closing handle,
- One watertight steel door to the workshop space at starboard at frame 7 with approved marine quality central closing handle,
- One watertight steel door between the engine room and accommodation portside at frame 7 with approved marine quality central closing handle,
- One watertight steel door to the engine room at portside at frame 7 with approved marine quality central closing handle,
- One weather-tight steel door shall be fitted for the deck locker,
- One weather-tight steel door shall be fitted for the deck locker/ CO2 locker.

#### **3.4.4.2 *Wheelhouse Access Door***

A Glass Reinforced Plastic (GRP) door shall be fitted in the aft side of the wheelhouse. The door shall be fitted with brass/chrome hinges and two windows. Glass thickness windows 6 mm.

### **3.4.5 Windows**

#### **3.4.5.1 *General Description***

All windows shall be made of hardened glass and certified by the Classification Society.

#### **3.4.5.2 *Wheelhouse Windows***

All windows shall be fixed with the exception of the port and starboard front windows. The windows shall be fitted in an aluminium frame. The opening windows shall be of the hinged type on the topside.

Glass thickness side and aft windows: 10 mm,  
Glass thickness front windows: 12 mm.

#### 3.4.5.3 ***Window Wipers Wheelhouse***

The following electrical parallel window wiper shall be installed:

- One window wiper on each front window except the centre window,
- One window wiper on the front starboard side window.

Two window wiper switches shall be situated in the dashboard, for two speeds, window wash, interval and auto-parking.

#### 3.4.5.4 ***Window Wash System***

Near each window wiper, a window wash nozzle shall be fitted.

#### 3.4.5.5 ***Clear View Screen***

A clear view screen shall be fitted on the front centre wheelhouse window. One on and off switch for the clear view screen shall be situated on the dashboard.

#### 3.4.5.6 ***Sky Windows***

Three tinted sky windows will be fitted above the front and forward side according to the General Arrangement Plan. The sky windows shall be fitted in aluminium frames and have tinted glass.

Glass thickness: 10 mm.

#### 3.4.5.7 ***Sky Window Blinds***

Roller blinds shall be fitted for the sky windows.

#### 3.4.5.8 ***Solar Screens***

Solar screens of the rolling type shall be fitted to all the wheelhouse windows.



#### 3.4.5.9 ***Porthole***

The sanitary space inside the deckhouse shall be fitted with a porthole. The porthole shall be of the opening type.

Glass thickness: 12 mm.

#### 3.4.5.10 ***Deckhouse Curtains***

Curtain rails and curtains shall be fitted at the deckhouse windows and porthole.

### 3.4.6 **Docking and Drain Plugs**

All the major tanks shall be fitted with docking plugs. The freshwater tank docking plug shall be 30 mm with square keyhole. Other tanks shall be fitted with a 42 mm keyhole. Plugs shall be made of bronze. The two different spanners shall be supplied with the Vessel. The tank number shall be welded near each bottom plug.

## 3.5 **Stairs, Ladders and Handrails**

### 3.5.1 **Stairs and Ladders**

#### 3.5.1.1 ***Stairs***

All exterior stairs shall be made of steel and have non-slip perforated galvanised steps. All ladders shall be made of steel and have non-slip square bars. Inside stairs in accommodation shall have steel steps with rubber covering with fluorescent strips on the first step at the bottom and the last step at the top. The inclination of stairs shall be approximately 55 degrees. The following stairs shall be installed:

- Between deck and wheelhouse outside,
- Between deckhouse and store/ accommodation below the main deck.

#### 3.5.1.2 ***Ladders***

All ladders shall be made of steel and have non-slip steps or square bars. Ladders shall be fitted for the entrance of the topdeck, the aft and forepeak, escape engine room and store. The tanks shall be provided with climbing steps and hand-grips where necessary.

### **3.5.2 Handrails and Railings**

Galvanised steel handrails 42.4 x 5mm shall be welded along the front and the sides of the deckhouse. The railing on the topdeck shall be aluminium near the compass.

On main-deck level at port and starboard sides, removable steel stanchions with stainless steel wires shall be provided and adequately spaced to avoid vibrations.

Steel railing with galvanised steel top pipe shall be provided at the aft deck and around the wheelhouse entrance area. Grab rails in accommodation passageways shall be of aluminium.

Handgrips shall be fitted in the toilet/shower cabin.

#### **3.5.2.1 *Engine Room Railings/Protection Covers***

Where necessary, 30mm tubular steel protection railings shall be fitted in the engine room. Protection covers shall be fitted e.g. for rotating parts.

### **3.6 Additions to Ships Construction**

#### **3.6.1 General Description**

The construction and installation of the hull equipment shall be in accordance with Builder's Standards and where necessary conform to the relevant rules of the Classification Society.

#### **3.6.2 Fender**

##### **3.6.2.1 *Sheerstrake***

The integrated sheer strake (flat bar 530x30 mm) around the hull shall act as a fender.

##### **3.6.2.2 *Tyre Fendering***

30 Fender tyres around the hull shall be fixed with chains into lugs. The chains shall be of galvanised steel.

### 3.6.2.3 ***Tyre Fender Lugs***

Lugs shall be welded on the deck above the sheer strake on which fender tires shall be attached.

### 3.6.3 **Pushbow**

Two steel push bows, each with a cylindrical rubber fender, provided with steps and grips, shall be rigidly welded to the bow, the thickness of side plating 15 mm.

Dimension rubber fender: 380 mm diameter, hole 200 mm.

### 3.6.4 **Bollards and Bitts**

#### 3.6.4.1 ***General***

Safe Working Load (SWL) to be shown on all bollards.

#### 3.6.4.2 ***Single Bollards***

One single bollard shall be fitted at each side on the aft deck at frame 2 and frame 4.

Bollard dimensions: Pipe 219.1 mm OD x 10 mm wall.

Single bollards shall be fitted on the push bow according to the general arrangement plan, pipe 193.7 x 8 mm.

#### 3.6.4.3 ***Double Bollard on Bow***

Double bollards shall be fitted on both sides at the fore and aft deck.

Bollard dimensions: Pipe 219.1 mm OD x 10 mm wall.

#### 3.6.4.4 ***Towing Bitt Aft Deck***

A double pole crossbeam type towing bitt shall be welded to a reinforced web frame, at frame 4.

Dimensions: Pipe 368 mm OD x 12.5 mm wall.

#### 3.6.4.5 ***Hydraulic Towing Hook***

A hydraulic towing hook shall be fitted aft of the towing bitt.

Make: Mampaey or equivalent,  
SWL: 20 tonnes,  
Control: Hydraulic remote control in wheelhouse.

#### 3.6.4.6 ***Tow Bar/Guard Rail***

A tow bar/guard rail, fitted on the aft deck, shall be made of pipe 101.6 mm OD x 10 mm wall. For arrangement, see the General Arrangement Plan. A small tow bar shall be fitted at frame 1.

#### 3.6.4.7 ***Gob Eye Aft Deck***

A flush gob eye shall be welded to the deck construction at frame 1. The gob eye box shall be provided with a galvanised steel drain pipe and a closing plate.

### 3.6.5 **Lifting Lugs**

4 Lifting lugs shall be rigidly welded to the hull structure.

#### 3.6.6 **A-Frame Mounting**

Four circular, flush, base plates for future A-Frame to be fitted on deck level. Two base plates near frame 0 and two base plates near frame 3 in order to accommodate future Bed-Leveller (dredging) operations. See general arrangement plan.

#### 3.6.7 **Bed-Leveller Winch Mounting**

A flush, base plate for future hydraulic Bed-Leveller winch to be fitted approximately between frames 1 and 3 on aft deck in order to accommodate Bed-Leveller (dredging) operations. See general arrangement plan.

#### 3.6.8 **Ballast**

Fixed ballast will be used to compensate heel of the Vessel due to asymmetric layout.

Ballast shall consist of steel blocks, properly conserved and fixed. The ballast shall be laid on a rubber mat and covered with cement.

Quantity and position of ballast shall depend on the final execution and layout of Vessel.

### **3.6.9 Mast**

A steel mast for navigation lights, VHF antennae, etc. shall be fitted at the wheelhouse topdeck. The mast shall be lowered by means of a manual winch. The winch shall be of galvanised steel. Electric wiring will be led through the mast with stainless steel sockets.

### **3.6.10 Markings Hull and Superstructure**

#### **3.6.10.1 *Name, Port of Registry and Company Emblem***

Painted characters for the Vessel name on the bow and the port of registry on the stern, will be applied. Painting of characters to meet SAMSA regulations. A Buyer's emblem on the wheelhouse sides will be fitted.

#### **3.6.10.2 *Draught Marks***

At both sides of the bow and the stern welded draught marks (spacing 20 cm) shall be placed (bead welds).

#### **3.6.10.3 *Name Plates***

Where applicable, filling, sounding and de-aeration pipes, valves, pumps, doors, ventilation hatches, goosenecks, etc. shall be marked by nameplates.

- Nameplates outside shall be made of stainless steel,
- Nameplates inside engine rooms shall be made of brass,
- Nameplates inside accommodation shall be made of Formica or equivalent,
- Sounding scales in the engine room on header tanks shall be made of brass.

Tank numbers and tank destination will be shown on nameplates which will be provided on or close to all sounding-, filling-, air/vent pipes and valves.

### 3.7 Corrosion Protection and Deck Covering

#### 3.7.1 Painting

##### 3.7.1.1 *General*

The hull plates shall be cleaned and cleared of mill scale by blast cleaning grade SA 2½ and coated with a primer prior to fabrication. The primer shall have no deteriorative effect on subsequent welding work and shall be compatible with paints or other coatings subsequently applied. All welds and damaged areas will be hand-painted with a "pre-layer" before spraying.

After the installation of engines, auxiliaries, etc. damaged paintwork will be repainted in original colours and quality. Paint specifications based on "International Paint", to indicate quality and total thickness, but do not exclude the use by the Builder of an equal system from other suppliers.

The paint and the application of the paint shall be checked by an inspector of the paint manufacturer. Attention will be paid to avoid sharp edges and other paint unfriendly construction details in order to optimise the protection and maintainability of the paint system.

Paint specifications shall be based on make "International Paint" or equivalent.

For future maintenance, Builder shall supply a Painting Manual of the complete Vessel, including maintenance procedures, materials to use and further relevant recommendations and information. A basic maintenance package including paint and tools will be delivered by the yard.

##### 3.7.1.2 *Galvanised Surfaces*

Galvanised surfaces shall be degreased and coated with a primer before painting. The paint specification for galvanised surfaces shall be the same as for steel.

#### 3.7.2 Hull and Superstructure Outside

##### 3.7.2.1 *Hull Outside, Below Load Waterline*

Thickness(µm)

|                                                                    |     |
|--------------------------------------------------------------------|-----|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze                     | 150 |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium                  | 150 |
| 1 Coat INTERGARD 263 FAJ034/A (Tie Coat) Light Grey                | 75  |
| 1 Coat INTERSWIFT 6800 HS BMA 688 (TBT Free Anti fouling) Brown    | 100 |
| 1 Coat INTERSWIFT 6800 HS BMA 684 (TBT Free Anti fouling) Dark Red | 100 |

### 3.7.2.2 *Keel Cooling Channels*

|                                                                    | Thickness(μm) |
|--------------------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze                     | 50            |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium                  | 50            |
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze                     | 50            |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium                  | 50            |
| 1 Coat INTERGARD 263 FAJ034/A (Tie Coat) Light Grey                | 50            |
| 1 Coat INTERSWIFT 6800 HS BMA 688 (TBT Free Anti fouling) Brown    | 50            |
| 1 Coat INTERSWIFT 6800 HS BMA 684 (TBT Free Anti fouling) Dark Red | 150           |

### 3.7.2.3 *Hull Outside, Above Load Waterline*

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze            | 150           |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium         | 150           |
| 1 Coat INTERGARD 263 FAJ 034/A (Tie Coat) Light Grey      | 75            |
| 1 Coat INTERTHANE 990 PHY999/A (Covercoat Urethane) Black | 50            |

### 3.7.2.4 *Area Behind Rubber Fenders*

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze            | 150           |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium         | 150           |
| 1 Coat INTERGARD 263 FAJ 034/A (Tie Coat) Light Grey      | 75            |
| 1 Coat INTERTHANE 990 PHY999/A (Covercoat Urethane) Black | 50            |

### 3.7.2.5 ***Superstructure Outside***

|                                                      | Thickness(μm) |
|------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze       | 100           |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium    | 100           |
| 1 Coat INTERGARD 263 FAJ 034/A (Tie Coat) Light grey | 75            |
| 1 Coat REDOX PUR/RPFG (Finish Gloss) Tank White      | 40            |

### 3.7.2.6 ***Bollards / Bitts and Other***

Bollards, bitts, outside bulwark, stairs, railings, ladders outside, upper railing pipes, fire fighting platform, MOB platform, deck equipment (except winches)

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze            | 100           |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium         | 100           |
| 1 Coat INTERGARD 263 FAJ 034/A (Tie Coat) Light grey      | 75            |
| 1 Coat INTERTHANE 990 PHY999/A (Covercoat Urethane) Black | 50            |

### 3.7.2.7 ***Inside Bulwark and Mast***

|                                                                | Thickness(μm) |
|----------------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze                 | 100           |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium              | 100           |
| 1 Coat INTERGARD 263 FAJ034/A (Tie Coat) Light Grey            | 75            |
| 1 Coat REDOX PUR/RPFG (Finish Gloss) Buff (IP colour no. E143) | 40            |

### 3.7.2.8 ***Winch(es) and Capstan (where applicable).***

|                                                           | Thickness (μm) |
|-----------------------------------------------------------|----------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze            | 100            |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium         | 100            |
| 1 Coat INTERGARD 263 FAJ034/A (Tie Coat) Light Grey       | 75             |
| 1 Coat INTERTHANE 990 PHY999/A (Covercoat Urethane) Black | 50             |



### 3.7.2.9 ***Tyre Fenders (where applicable).***

Thickness (µm)

|                                                           |    |
|-----------------------------------------------------------|----|
| 1 Coat INTERTHANE 990 PHY999/A (Covercoat Urethane) Black | 50 |
|-----------------------------------------------------------|----|

### 3.7.2.10 ***Weather Decks***

Thickness(µm)

|                                                                  |     |
|------------------------------------------------------------------|-----|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze                   | 100 |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium                | 100 |
| 1 Coat INTERGARD 263 FAJ034/A (Tie Coat) Light Grey              | 75  |
| 1 Coat INTERTHANE 990 PHL549/A (Covercoat Urethane) Signal Green | 50  |

### 3.7.2.11 ***Under Wooden Deck***

Thickness(µm)

|                                                   |     |
|---------------------------------------------------|-----|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze    | 150 |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium | 150 |

## 3.7.3 **Hull and Superstructure Inside**

### 3.7.3.1 ***Below Deck Surfaces***

Surfaces below deck level without panelling (engine room, store and ventilation room)

Thickness(µm)

|                                                            |    |
|------------------------------------------------------------|----|
| 1 Coat INTERPRIME 538 CPA537 (zinc phosphate primer) Grey  | 75 |
| 1 Coat INTERPRIME 538 CPA538 (zinc phosphate primer) White | 50 |
| 1 Coat INTERLAC 665 CLE017 (finish) Grey White             | 35 |

### 3.7.3.2 ***Floors and Bottom Below Floor Plates (engine room and store)***

Thickness(µm)

|                                             |     |
|---------------------------------------------|-----|
| 1 Coat INTERGARD 5620 KUA626/A (Epoxy) Red  | 100 |
| 1 Coat INTERGARD 5620 KUA622/A (Epoxy) Grey | 100 |

### 3.7.3.3 ***Accommodation Without Panelling***

|                                                            | Thickness(μm) |
|------------------------------------------------------------|---------------|
| 1 Coat INTERPRIME 538 CPA537 (zinc phosphate primer) Grey  | 75            |
| 1 Coat INTERPRIME 538 CPA538 (zinc phosphate primer) White | 50            |
| 2 Coats INTERLAC 665 CLX67H (finish) grey RAL 7047         | 35 each       |

### 3.7.3.4 ***Wheelhouse Inside incl. Wheelhouse Door Inside***

|                                                              | Thickness (μm) |
|--------------------------------------------------------------|----------------|
| 1 Coat INTERPRIME 538 CPA537 (zinc phosphate primer) Grey    | 75             |
| 1 Coat INTERPRIME 538 CPA538 (zinc phosphate primer) White   | 50             |
| 2 Coats INTERLAC 665 CLZ625 (finish) Traffic Grey A RAL 7042 | 35 each        |

### 3.7.3.5 ***Accommodation and Wheelhouse with Panelling***

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERPRIME 538 CPA537 (zinc phosphate primer) Grey | 75            |

### 3.7.3.6 ***Deck Lockers / CO<sub>2</sub> Locker, Air Intakes Engine Room***

|                                                                      | Thickness(μm) |
|----------------------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (Epoxy) Bronze                       | 100           |
| 1 Coat INTERSHIELD 300 ENA301/A (Epoxy) Aluminium                    | 100           |
| 1 Coat INTERGARD 263 FAJ034/A (Tie Coat) Light Grey                  | 75            |
| 1 Coat REDOX PUR/RPFG (Finish Gloss) Tank White (IP colour no. E143) | 40            |

### 3.7.3.7 ***Wet Spaces (e.g. toilet, shower or bathroom)***

|                                                            | Thickness(μm) |
|------------------------------------------------------------|---------------|
| 1 Coat INTERPRIME 538 CPA537 (zinc phosphate primer) Grey  | 75            |
| 1 Coat INTERPRIME 538 CPA538 (zinc phosphate primer) White | 50            |

2 Coats INTERLAC 665 CLE017 (finish) Grey White 35 each

### 3.7.3.8 ***Inside of Funnels***

|                                                            | Thickness(μm) |
|------------------------------------------------------------|---------------|
| 1 Coat INTERPRIME 538 CPA537 (zinc phosphate primer) Grey  | 75            |
| 1 Coat INTERPRIME 538 CPA538 (zinc phosphate primer) White | 50            |
| 2 Coats INTERLAC 665 CLZ007 (finish) Pure White RAL 9010   | 35 each       |

### 3.7.3.9 ***Galvanised Surfaces Outside (handrails, etc.)***

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERGARD 269 EGA088/A (zinc phosphate primer) Red | 40            |

### 3.7.3.10 ***Galvanised Handrails Inside Accommodation***

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERGARD 269 EGA088/A (zinc phosphate primer) Red | 40            |
| 1 Coat INTERPRIME 538 CPA 537 Grey                        | 50            |
| 1 Coat INTERLAC 665 CLF295 Ruby Red RAL 3003              | 40            |

### 3.7.3.11 ***Steps, Ladders and Stairs Inside***

|                                                              | Thickness(μm) |
|--------------------------------------------------------------|---------------|
| 1 Coat INTERPRIME 538 CPA538/A (zinc phosphate primer) White | 75            |
| 1 Coat INTERPRIME 538 CPA 537 Grey                           | 50            |
| 1 Coat INTERLAC 665 CLY999 Black                             | 35            |

### 3.7.3.12 ***Sewage Tank, Sludge Tank and Bilge Water Tank***

|                                                                | Thickness(μm) |
|----------------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (zinc phosphate primer) Bronze | 150           |

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|                                           |     |
|-------------------------------------------|-----|
| 1 Coat INTERSHIELD 300 ENA301/A Aluminium | 150 |
|-------------------------------------------|-----|

### 3.7.3.13 ***Fore Peak, Aft Peak/ Steering Gear Room, Chain Locker, Cofferdam Accommodation and Void***

|                                                                | Thickness(μm) |
|----------------------------------------------------------------|---------------|
| 1 Coat INTERSHIELD 300 ENA300/A (zinc phosphate primer) Bronze | 150           |
| 1 Coat INTERSHIELD 300 ENA301/A Aluminium                      | 150           |

### 3.7.3.14 ***Freshwater Tank***

|                                                             | Thickness(μm) |
|-------------------------------------------------------------|---------------|
| 1 Coat INTERLINE 925 THA125/A (zinc phosphate primer) White | 300           |

### 3.7.3.15 ***Foam and Dispersant Tank***

|                                                              | Thickness(μm) |
|--------------------------------------------------------------|---------------|
| 1 Coat CARBOMASTIC 15 CM15 (zinc phosphate primer) Aluminium | 125           |
| 1 Coat CORROMASTIC 2000 CM2000 Black                         | 200           |

### 3.7.3.16 ***Lubrication & Fuel Oil and All Other Tanks Not Mentioned***

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERGARD 269 EGA088/A (zinc phosphate primer) Red | 40            |

### 3.7.3.17 ***Hydraulic Oil Tanks***

|                                                           | Thickness(μm) |
|-----------------------------------------------------------|---------------|
| 1 Coat INTERGARD 269 EGA088/A (zinc phosphate primer) Red | 40            |

### 3.7.3.18 ***Touch Up Equipment***

Paint and painter's tools to touch up the painting when damaged during the first months of the working activities.

These tools consisting of:

- approx. 20 litres paint,
- paintbrushes,
- paint rollers,
- white spirit.

### **3.7.4 Cathodic Protection**

The underwater parts of the hull shall have cathodic zinc anode protection. Approximately 260 kgs streamlined anodes shall be fitted, sufficient for 5 years, placed at significant positions. Anodes placed on the ship's hull have double plates.

Extra zinc anodes will be fitted on each nozzle.

### **3.7.5 Wooden Deck**

A wooden deck shall be provided and located between frame 8 and 11. The planking shall be of approximately 60 mm thickness and made of Firwood or equivalent. Special attention shall be given to painting and welding to avoid future corrosion underneath the wooden deck. The wooden deck must be removable for future maintenance/replacement.

## 4 PROPULSION AND STEERING SYSTEM

### 4.1 Propulsion System

The design and layout of the propulsion installation shall be in accordance with Builder's Standards and with the relevant rules of the classification society and shall be such that permanent attendance in the engine room shall not be required. Each marine diesel engine shall drive a Cu-Ni-Al Bronze fixed pitch propeller through a reverse/reduction gearbox. Engine, gearbox and propeller shaft shall be mounted "inline". For the shaft arrangement, both torsional and lateral (bending) vibration analysis will be performed to avoid resonances in the working speed range. The marine diesel engines shall be removable and replaceable through the engine hatchway.

#### 4.1.1 Engine Arrangement

Each engine shall be resiliently installed on engine brackets or top plates, which shall be welded on the longitudinal bottom girders. A highly flexible coupling shall be installed between the engine and gearbox.

The reverse reduction gearboxes shall be rigidly mounted.

#### 4.1.2 Propulsion Selection Diagram

| <b>Standard Main Engine</b> | <b>Nr.</b> | <b>Total Power<br/>kW(bhp)<br/>rpm</b> | <b>Reduction Gearbox<br/>Type/<br/>Ratio</b> | <b>Speed<br/>(Knots)<br/>Approx.</b> | <b>Bollard Pull<br/>(Tonne-f)<br/>Approx.</b> | <b>Nozzle</b> | <b>Prop. Diam.<br/>(mm)<br/>approx.</b> | <b>Draught Aft.<br/>(m)<br/>approx.</b> |
|-----------------------------|------------|----------------------------------------|----------------------------------------------|--------------------------------------|-----------------------------------------------|---------------|-----------------------------------------|-----------------------------------------|
| Cummins QSM11 or equivalent | 2          | 596 (800)<br>1800                      | Twin Disc 4.17:1<br>or<br>equivalent         | 8.0                                  | 10.0                                          | Yes           | 1100                                    | 2.15                                    |

Rating:

1: Heavy Duty Rating

#### Notes for Propulsion Selection Diagram:

- All performances are based upon ISO 3046/I under mild weather conditions, wind force not exceeding 3 Beaufort and a minimum water depth of 5 times vessel's draught.
- The values for draught aft apply to the Vessel loaded with approximately 40 tons deadweight.
- 1 bhp = 0.7457 kW.
- Speed trials are based on 50% tanks
- Bollard pull test shall be at maximum draught aft.
- Main engine rpm during bollard pull test shall be max.  $\pm 2\%$  and during speed trials max.  $\pm 5\%$ .

#### 4.1.3 Propulsion Engine System

The marine diesel engines shall be electrically started and water-cooled by means of a closed cooling system. The engines must be of a type that is extensively used and proven in marine applications and tenderers must furnish adequate data and information to substantiate that requirements have been complied with.

The engines shall be capable, for periods of two hours, of developing a load of 100% of its rated output, without undue heating of the engine, or other mechanical trouble. The engine shall be arranged for electrical starting from the wheelhouse. A button-type starting switch is to be fitted.

For make, type and further details see Propulsion Selection Diagram (section 4.1.2).

The air filters shall be incorporated in each engine layout.

#### 4.1.4 Reduction Gear

The gearbox shall be connected to the main engine with a flexible coupling and takes the axial thrust. For make, type and further details see Propulsion Selection Diagram (section 4.1.2).

The gearboxes are to be fitted with trolling valves to reduce sailing speed, especially during skimming/dredging and debris removal operations.

#### **4.1.5 Shaft and Propeller**

##### **4.1.5.1 *Propeller Shaft and Sterntube General***

Each propeller shaft passes through the stern tube and shall be supported by a water-lubricated rubber sleeve bearing at the aft side and at the fore side by a grease-lubricated bronze bearing with a sealing gland.

The propeller shaft shall be made of stainless steel 1.4057 or equivalent.

##### **4.1.5.2 *Propeller Shaft Lubrication***

The aft bearing shall be naturally water lubricated. The fore bearing shall be grease lubricated by a manual grease pump.

##### **4.1.5.3 *Sterntubes and Struts***

The stern tube shall consist of a pipe with a fore and an aft bossing. The forward bossing shall be supported in the hull by a frame. The aft bossing shall be supported by two rigid streamlined struts.

##### **4.1.5.4 *Fixed Pitch Propeller***

The Cu-Ni-Al Bronze (counter-rotating) fixed pitch propellers (one starboard and one port) shall be designed for the nominal diesel engine torque.

The propellers shall be manufactured well within the tolerances as laid down in ISO 484, class II.

The number of blades and gearbox reduction ratio shall be carefully chosen, to avoid vibrations. The blade frequency, hull and nozzle frequency shall be compared so resonant vibration shall be avoided in the operation modes.

Approximate propeller diameter: see Propulsion Selection Diagram (section 4.1.2).

##### **4.1.5.5 *Propeller Nozzle***

The propeller nozzle shall be strongly fixed in the aft ship construction. The complete inner plating shall be of stainless steel, extending well fore and aft of the rotation circle of the propeller tips.

The nozzle's cross-section shall be of the Van de Giessen "Optima" type or similar, for improved ahead and astern performances.



#### 4.1.5.6 *Spare Propeller Shaft and Propeller Set*

One spare propeller shaft as per 4.1.5.1 and one fixed pitch propeller as per 0 shall be provided.

#### 4.1.6 Propulsion Control System

The design and layout of the control and alarm system shall contain the complete control of the propulsion installation from the wheelhouse control panel. The control consoles shall be made of steel. The top panel shall be made out of black aluminium with engraved text and/or symbols, which shall be grouped together to one dashboard for engine control, start/stop buttons, visual and audible alarms, meters and switches.

Main engine speed and ahead/astern gearbox position shall be electronically controlled by remote control with one handle, type Twin Disc or equivalent, on the wheelhouse console.

The handle shall be to be positioned on the port side of the steering wheel. All controls shall be anatomically positioned for a user-friendly interface.

A multi-information display shall be fitted, make Cummins or equivalent. On this display information shall be available including but not limited to:

- Engine hours,
- Coolant temp,
- Boost pressure,
- Fuel consumption,
- Engine rpm,
- Alarms,
- Service alarms,
- Oil pressure,
- Trip hours,
- A tachometer with engine hour counter shall be installed for each main engine. Steering System.

#### 4.1.7 Rudder Installation

Two streamlined (NACA) double plate rudders shall be fitted, one for each propulsion unit. The rudderstocks shall be interconnected by an adjustable coupling unit.

Each rudder shall be supported in a step bearing welded to the sole piece. Each rudder and rudderstock shall be interconnected by a bolted horizontal flange coupling. The flange coupling is to allow easy removal of each rudder. The upper and lower bearings of each rudderstock shall be grease lubricated cast iron bushes. A rudder stop shall be fitted outside on the hull. A hand-operated device for grease lubrication shall be installed.

#### **4.1.8 Steering Gear System**

##### **4.1.8.1 *Steering Wheel General***

The steering wheel shall be situated in the centre part of the wheelhouse. The wooden steering wheel with aluminium frame, diameter 700 mm shall be placed in the centre line of the wheelhouse and activates the hydraulic rotary pump.

##### **4.1.8.2 *Hydraulic Powered Steering Gear***

A hydraulic steering cylinder, mounted to each rudder stock lever and controlled by the hydraulic pump on the steering wheel, shall be installed. The steering system shall be powered by the main engine-driven hydraulic pump. This system will automatically switch over to hand hydraulic in case of power failure.

##### **4.1.8.3 *Emergency Steering***

A mechanical emergency steering device shall be provided and stored in the aft peak.

##### **4.1.8.4 *Rudder Position Indicator***

A 24 V rudder position indicator shall be mounted on the control panel in the wheelhouse in combination with the hydraulic steering gear.

## 5 PRIMARY SHIP SYSTEMS

### 5.1 General

#### 5.1.1 Pumps

The installation and quality of the pumps shall be according to Builder's Standards.

#### 5.1.2 Piping

The design and layout of the piping system, the materials, installation and testing shall be to Builder's Standards and comply furthermore with the relevant rules of the Classification Society. All pipes shall be made of steel. For the hydraulic system, precision steel pipes and steel valves shall be used. Below deck steel pipes and above deck stainless steel pipes. For freshwater lines, galvanised steel, and copper pipes shall be used. For salt-water sanitary supply pipes, synthetic piping shall be used. Pipes shall be adequately supported to prevent undue vibration. Where necessary flexible connections shall be made.

Piping will be colour coded according to the ISO 14726.

### 5.2 Bilge, Ballast and Internal Firefighting System

#### 5.2.1 Bilge System

Bilge suction points shall be fitted as low as possible and protected with galvanised strainer baskets.

##### 5.2.1.1 *Bilge Pump (electrically driven)*

An electrically driven general service pump shall be connected via a valve chest with two suction points in the engine room and one in each store. The aft peak shall be provided with a self-closing drain valve.

Make: Southern Pumps or equivalent

Capacity: Approx. 24 m<sup>3</sup>/hr at 10 m.w.g.

The impeller of the pump shall be made of bronze.

#### 5.2.1.2 ***Emergency Bilge Pump***

A hand-operated bilge / general service pump shall be connected via a valve chest with two suction points in the engine room and one in the accommodation and one in the workshop/store.

#### 5.2.1.3 ***Bilge Water Separation Box***

A simple bilge water separation box shall be provided in the bilge system in compliance with MARPOL regulations.

### 5.2.2 **Firefighting Pump**

The general service pump shall be connected to the seawater inlet and serves as a firefighting pump.

Make: Southern Pumps or equivalent  
Capacity: Approx. 24 m<sup>3</sup>/hr at 10 m.w.g.

#### 5.2.2.1 ***Inlet Valve***

An inlet valve shall be mounted at a suitable place and connected to the general service pump inlet.

#### 5.2.2.2 ***Deck Hydrant***

One deck hydrant with 50 mm Storz or equivalent hose coupling shall be connected to the seawater inlet valve via the general service pump.

#### 5.2.2.3 ***Fire Hose on Deck***

Two fire hoses, each of 12 m length and a nozzle with 50 mm Storz or equivalent coupling shall be stored in a box, fitted to the deckhouse.

#### 5.2.2.4 ***Engine Room Hydrant***

One engine room hydrant with a 50 mm Storz or equivalent hose coupling shall be connected to the seawater inlet via the general service pump.

#### 5.2.2.5 ***Fire Hose Engine Room***

A fire hose of 8 m length, equipped with a nozzle and a 50 mm Storz or equivalent coupling shall be provided, stored on a reel in the engine room.

### **5.2.3 Ballast System**

The aft wing ballast tanks and the forepeak shall be connected to the ballast pump for filling/draining the ballast tank.

#### **5.2.3.1 *Ballast Pump***

The general service pump shall serve as a ballast pump and shall be connected to the ballast system.

### **5.3 Fuel Oil System**

#### **5.3.1 Fuel Oil Piping**

The fuel oil tank shall be connected via valves and a water trap from the tank to the engine fuel oil filters. The suction and return lines shall be flexibly connected to the engines. A self-closing drain valve shall be mounted to the tank.

#### **5.3.2 Fuel Oil Injection Pump**

The fuel oil injection pumps shall be incorporated in each diesel engine layout.

#### **5.3.3 Water Separator**

Two duplex change-over fuel water separators (make Separ, type SWK-2000, or equivalent) shall be mounted in the port side and starboard main fuel oil lines. The fuel water separators shall be fitted with the standard filter-elements (30 microns) and a pressure difference alarm. Fast and easy change over shall be guaranteed by a single lever.

The alarms (high water level/high differential pressure) shall be incorporated in the main alarm installation.

#### **5.3.4 Emergency Stopping of the Fuel Oil Supply**

The valves on the fuel oil tanks shall be closed from a remote control position on deck in the event of engine room fire.

### **5.3.5 Duplex Fuel Oil Filter**

Duplex fuel oil filters shall be incorporated in each main engine layout.

## **5.4 Cooling Water System**

The cooling water system for the main engine shall be of the closed type.

### **5.4.1 Expansion Tanks**

An expansion tank for each diesel engine cooling circuit shall be situated in the engine room.

### **5.4.2 Closed Cooling Water Circuit**

The longitudinal outside bottom frames serve as cooling channels. The cooling area shall be designed for 32 °C seawater temperature. Each engine shall have a closed freshwater- cooling system via the outside bottom frames and an expansion tank. Each cooling water pump shall be driven by the engine. The cooling water pipes shall be connected to the engines with flexible couplings. De-aeration plugs shall be mounted at suitable points in the cooling water system.

### **5.4.3 Fresh Water Cooling Pumps**

The fresh water-cooling pump shall be incorporated in each engine layout.

## **5.5 Fresh Water System**

The freshwater tank shall be connected to a pressure set, which supplies fresh water to the tap(s).

All steel piping shall be galvanised after fabrication. At the taps and/or other fixtures copper piping shall be used. Valves shall be in bronze or brass.

### **5.5.1 Pressure Set**

Freshwater shall be supplied by an electrically (24 V) driven pressure set consisting of a pressure tank of 20 litres with a centrifugal pump.

Make: Southern Pumps or equivalent

Capacity: 20 L/min (minimum)

### **5.5.2 Fresh Water Tap**

In the wheelhouse, a washbasin with freshwater tap shall be fitted.

### **5.5.3 Fresh Water Heater**

A hot water 220 V heater shall be fitted and connected to the taps.

Make: Kwikot or equivalent  
Capacity: 50 litres approximately

## **5.6 Sanitary Discharge System**

### **5.6.1 Sanitary/Flush System**

The main deck toilet shall be flushed with fresh water supplied by the freshwater pressure set through copper piping.

### **5.6.2 Sewage Pump**

One electrically driven sewage pump shall be installed.

Make: Libellula or equivalent  
Type: L1-3H or equivalent  
Capacity: 6.6 m<sup>3</sup>/h at 15 m.w.g.

### **5.6.3 Sanitary Drainage**

The drainage shall be via steel pipes to the sewage tank or directly overboard. This tank shall be discharged by an electrically driven sewage pump to a third party via a deck flange or, in case of emergency, overboard. A high-level alarm-switch and automatic shut off shall be provided by a time switch.

## **5.7 Filling, Sounding and De-Aeration System**

The tanks shall be provided with a filling/sounding and de-aeration pipe. All sounding pipes above deck with screwed caps shall be of stainless steel. The fuel oil de-aeration pipes shall be equipped with de-aeration caps with a self-closing device. The caps have flame traps. All filling pipes have bronze caps,

secured by stainless steel chains. The cooling water expansion tank shall be equipped with a combined filling/de-aeration cap. The main engine crankcase de-aeration system shall be mounted.

All filling pipes shall be fitted with integrated drip trays with drain plugs. Two sounding tapes shall be supplied with the Vessel. One for freshwater, one for other liquids.

#### **5.7.1 Level-Indicator System for Fuel Oil Tanks**

A gauge glass with a self-closing valve shall be fitted at each fuel oil tank in the engine room.

### **5.8 Lubrication Oil System**

The engine shall have its own lubrication oil system incorporated in the engine layout.

#### **5.8.1 Lubrication Oil Circulation Pump**

Each diesel engine shall be provided with a lubrication oil pump, incorporated in the engine layout.

#### **5.8.2 Lubrication Oil Filter**

The lubrication oil filter, simplex type with relief valve and by-pass, shall be incorporated in the engine layout.

#### **5.8.3 Lubrication Oil Fill Pump**

One manual operated lubrication oil fill pump shall be provided.

#### **5.8.4 Dirty Oil Discharge Pump**

One manual operated dirty oil discharge pump shall be provided for emptying the dirty oil.

#### **5.8.5 Sump Drain Pump**

Each diesel engine and gearbox combination shall have a hand-operated sump drain pump.

#### **5.8.6 Greasing Devices - Hand-Operated**

Hand-operated greasing devices shall be installed respectively in the engine room and aft peak for grease lubrication of the fore bearings of the propeller shafts and the bearings of the rudderstock.



## **5.9 Ventilation System**

### **5.9.1 Natural and Mechanical Ventilation System**

Superstructure, store and engine room shall be natural ventilation through air ducts or opening windows. Natural ventilation of the engine room shall be provided with two air ducts at the aft side of the wheelhouse fitted with a stainless steel grating. The gratings shall be suitably sized to allow sufficient natural airflow towards the engines.

### **5.9.2 Forced Ventilation Engine Room**

One electrically driven (400 V) double speed ventilator shall be fitted in the ventilation duct at the aft side of the deckhouse, make Salor VM60 or equivalent, maximum capacity 19.000 m<sup>3</sup>/hr. The inside walls of the ventilation inlet duct shall be covered with sound-absorbing material to reduce the noise level on the aft deck. The aft bulkhead of the funnel shall serve as ventilation outlet and shall be fitted with a stainless steel grating.

The aluminium inlet grating shall be of the mist eliminator type.

### **5.9.3 Air Intake Filter**

A single cloth filter shall be fitted inside of each ventilation inlet grating.

### **5.9.4 Natural Ventilation Wheelhouse**

The wheelhouse shall naturally ventilate through an open window and two ventilation cowls.

### **5.9.5 Extraction Fan for Sanitary Space**

An extraction fan 220V serving the sanitary space shall be fitted.

Capacity: 115 m<sup>3</sup>/h

### **5.9.6 Extractor Fan for Canopy**

An extraction fan 220V serving the galley space shall be fitted.

Capacity: 320 m<sup>3</sup>/h

### **5.9.7 Forced Ventilation Fan for Accommodation**

A supply fan 220V shall be fitted serving the accommodation.

Capacity: 125 m<sup>3</sup>/h

### **5.9.8 Wheelhouse Fans**

Two electrical window fans (24 V) shall be mounted near the wheelhouse front windows and prevent windows from being steamed up.

## **5.10 Air-Conditioning System**

### **5.10.1 Air-Conditioning Wheelhouse**

A desert-type split Air Conditioning unit shall be installed for the wheelhouse. The air-cooled condenser unit shall be fitted on the side of the wheelhouse. The cooling unit shall be placed in the wheelhouse.

### **5.10.2 Air-Conditioning Dayroom**

A desert-type split Air Conditioning unit shall be installed for the accommodation. The air-cooled condenser unit shall be fitted on topdeck. The cooling unit shall be placed in the galley/mess.

## **5.11 Exhaust System**

### **5.11.1 Exhaust Piping**

The exhaust piping system shall be led through the funnel. The exhaust discharges above the wheelhouse topdeck level. The duct in the funnel for the exhaust piping system shall naturally ventilate by air gratings fitted in the aft bulkhead.

A stainless steel compensator shall be fitted between each exhaust manifold and the exhaust piping and shall be insulated with heat resistant material. The exhaust piping in the funnel shall be flexibly mounted.

### **5.11.2 Exhaust Silencer**

The exhaust silencers shall be of adequate capacity. Where necessary the exhaust pipes shall be insulated with heat resistant material.

The silencers of the main engines shall be mounted flexibly.

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### **5.11.3 Spark Arrestor**

The exhaust silencer shall be provided with a spark arrestors.

## **6 ELECTRIC INSTALLATION**

### **6.1 General Description**

The design and layout of the electric system, the materials and installation, and testing shall conform to Classification Society requirements and Builder's Standards. All electric cables and materials shall meet Classification Society requirements and shall be suited for marine application, in accordance with requirements for safe and efficient operation of the Vessel. All electric equipment, with no obvious function shall be labelled accordingly. For the supply to the electric consumers and installations the following networks shall be installed:

- A bipolar 24 V network for starting
- A bipolar 24 V network for lighting
- A bipolar 24 V network for external communication
- A 220 VAC, 50 Hz network

### **6.2 Batteries and Generators**

#### **6.2.1 Alternator 24 V**

Each alternator shall be fitted to and driven by each main engine, which feeds respectively the starting and consumer network and batteries.

#### **6.2.2 Battery Set - 24 V (starting system)**

Two batteries, 12 V 200 Ah each, combined to one battery bank, 24 V 200 Ah, feed the electric starting system. The battery set shall be installed in a steel battery box. The battery set shall be charged through its own alternator fitted on and driven by one of the main engines.

#### **6.2.3 Second Battery Set – 24 V (lighting system)**

A second battery set consisting of two batteries, 12 V 200 Ah each, combined to one battery bank, 24 V 200 Ah, shall be provided for the lighting system and emergency starting. The battery set shall be installed in a steel battery box. The battery set shall be charged through its own alternator fitted on and driven by one of the main engines.

#### **6.2.4 Third Battery Set (External Communication System)**

A third battery set consisting of 2 batteries, 24 V 200 Ah, shall be provided for the VHF. The battery set shall be installed in a steel battery box on the topdeck. The batteries are charged via a separate charger.

#### **6.2.5 Generator (Harbour Set)**

The harbour generator set shall consist of a generator with a built-in auto voltage regulator.

The generator shall be driven by a marine diesel engine and shall be installed in the engine room. The engine shall be electrically started and stopped from a control panel on the engine and cooled by means of a closed cooling system. The control panel is to consist of:

- A cooling water temperature indicator
- A lubrication oil pressure indicator
- A running hour counter

Alarm lights for:

- Cooling water temperature high
- Lubrication oil pressure low
- The generator set automatically stops at:
  - Cooling water temperature high (2nd stage)
  - Lubrication oil pressure low (2nd stage)
  - Overspeed

There shall be an outgoing potential-free contact for a running indication and group alarm on the wheelhouse dashboard.

|                   |                        |
|-------------------|------------------------|
| Engine make:      | Cummins or equivalent  |
| Generator make:   | Stamford or equivalent |
| Capacity:         | 20 kW                  |
| Voltage :         | 220/400 V              |
| Phase(s):         | 3                      |
| Frequency:        | 50 Hz                  |
| Number installed: | 1                      |

#### **6.2.6 Generator Set 55 kW (Hydraulic Crane and Winches)**

The generator set shall consists of a generator with a built in auto voltage regulator.

The generator shall be driven by a marine diesel engine and shall be installed in the engine room. The engine shall be electrically started and stopped from the wheelhouse control panel and from a control panel on the engine. The engine shall be cooled by means of a closed cooling system. The control panel shall consist of:

- A cooling water temperature indicator,
- A lubrication oil pressure indicator,
- A running indication light,
- A running hour counter.

Alarm lights for:

- Cooling water temperature high,
- Lubrication oil pressure low.

The generator set shall automatically stop at:

- Cooling water temperature high (2nd stage),
- Lubrication oil pressure low (2nd stage),
- Overspeed.

There shall be an outgoing potential-free contact for a running indication and group alarm on the wheelhouse dashboard.

|                    |                                        |
|--------------------|----------------------------------------|
| Engine make, type: | Cummins (Onan) Marine QD or equivalent |
| Generator make:    | Stamford or equivalent                 |
| Capacity:          | 55 kW                                  |
| Voltage:           | 220/400 V                              |
| Phase(s):          | 3                                      |
| Frequency:         | 50 Hz                                  |
| Number installed:  | 1                                      |

### 6.2.7 Shore Connection

A shore power supply connection cable of 50 metres with a female plug (shipside, fits into a fuse box) and a male plug (shore side) shall be supplied. The plug shall be fitted in a locker on the front of the deckhouse.

An extra female plug shall be supplied for adaptation to the shore system. For the connection cable a bronze screw-type passage shall be fitted, so the Vessel shall be left locked, without interrupting the shore connection. The shore supply shall be suitable for powering:

- Engine room fan,
- Toilet space extraction fan,
- Air Conditioning units or heaters,
- Sockets 220 V,
- Galley equipment,
- Battery chargers.

### **6.2.8 Battery Charging**

Two battery chargers, 24 V 50 A, shall be installed for charging the starting and lighting battery sets. A third battery charger, 24 V 35 A, shall be installed for the radio battery set. The chargers are intended for float charging of the starting and consumer batteries with automatic change over to trickle charging.

## **6.3 Cables and Wiring**

### **6.3.1 Cables**

Electric cables shall be of a marine type. Cables used for signalling and communication with a voltage less than 100 V shall have a minimum cross-section of 0.75 mm<sup>2</sup>. Other cables have a minimum cross-section of at least 1.5 mm<sup>2</sup>. For electronic equipment, cables with earth-screen are to be applied. These cables shall be separated from the high voltage cables.

#### **6.3.1.1 24 V Networks**

The 24 V installation shall be bi-polar, insulated from earth, and consists of the following network(s):

- One network the start motors of the diesel engines,
- One network for supplying ships 24 V consumers (lighting),
- One network for supplying the external communication equipment.

#### **6.3.1.2 220/400 V Network**

The power network, nominal voltage 220/400 V - 50 Hz 3-phases, insulated from earth shall be provided.

## 6.3.2 Switchboards

### 6.3.2.1 *General*

All materials and constructions are sufficiently shockproof for this type of vessel, suitable for tropic conditions, and are according to the classification requirements for this type of vessel

### 6.3.2.2 *Switchboard 24 V Wheelhouse*

The 24 V switchboard shall be placed in the wheelhouse and shall be provided with:

- Main switch,
- Panel lighting,
- A time switch for engine room lighting,
- Voltmeter and ammeter of the battery supplying the consumers,
- Voltmeter and ammeter of the battery supplying the starter motors.

### 6.3.2.3 *Switches / Circuit-Breakers*

Combined switches/automatic circuit-breakers for the following outgoing circuits:

- Navigation lights shall be as follows:
  - Sidelights,
  - Masthead lights,
  - Stern light,
  - Towing light,
  - RIM light,
  - NUC light (2x),
  - Anchor light,
- Searchlight,
- Horn,
- Wheelhouse, deck and engine room lighting,
- Window wipers,
- Clear View Screen,
- Engine controls and instruments,
- Rudder position indication,



- Engine room alarm,
- Integrated Navigation System,
- Echo sounder,
- GPS,
- Radar,
- Intercom,
- Compass lighting,
- General alarm,
- Emergency battery,
- Chart table lamp,
- Lighting wheelhouse,
- Deck lighting,
- Floodlights,
- Radio/ DVD dayroom,
- 3 Spare switches.

#### 6.3.2.4 ***Switchboard 220/400 V***

A 220/400 V A.C. switchboard shall be mounted in the engine room with the following outgoing circuits.

- Engine room fan,
- Freshwater transfer pump,
- Fuel oil transfer pump,
- Bilge pump,
- Freshwater heater,
- Sewage pump,
- Cooker,
- Battery charger,
- CO2 system,
- Extractor fan toilet space,
- Refrigerator,
- High-pressure cleaner,
- Spare group (4x).

In front of the switchboard, a rubber mat shall be laid.

#### 6.3.2.5 ***Battery Change-over facility***

A battery changeover facility is to make it possible to start the diesel engines with any of the starting or lighting battery sets.

### 6.3.3 **Alarm System**

#### 6.3.3.1 ***General***

The alarm system shall comprise of a number of alarms for the marine diesel engines and general ship's duty. The alarms shall be individually presented on the wheelhouse dashboard. Each alarm is to have its own red light and accept push-button and an audible signal (a buzzer in the wheelhouse) shall be installed. In case of an alarm condition, an individual red light shall be illuminated, and the acoustical signal shall be activated until the accept push-button is pressed.

#### 6.3.3.2 ***Alarms Wheelhouse***

The following alarms shall be presented in the wheelhouse:

- High water level/differential pressure fuel water separator PS main fuel oil line,
- High water level/differential pressure fuel water separator SB main fuel oil line,
- Steering gear oil level low,
- Cooling water level low-temperature system low,
- Cooling water level high-temperature system low,
- Lubrication oil pressure gearboxes low.

In the engine alarm panel alarms shall be presented for:

- Cooling water temperature, low-temperature system high,
- Cooling water temperature, high-temperature system high,
- Lubrication oil pressure main engines low,
- Start failure – supply voltage low,
- Speed sensor failure.

The following stops shall be integrated into the engine control system:

- Main engine cooling water temperature high (2nd stage),
- Main engine lubrication oil pressure low (2nd stage),

- Overspeed.

Note: According to the requirements of the engine manufacturer and/or the Classification Society, the number of alarms may be changed.

#### 6.3.3.3 ***Auxiliary Engines Alarm***

An audible and visible alarm shall be provided in the wheelhouse dashboard.

#### 6.3.3.4 ***Bilge Alarm***

An audible and visible alarm shall be provided for indicating high bilge water level in the engine room.

#### 6.3.3.5 ***General Alarm***

A general alarm system shall be installed with a horn in the accommodation on the main deck, workshop, and engine room. A rotating light shall be installed in the engine room.

#### 6.3.3.6 ***Fire Detectors***

A fire detection alarm shall be installed in the wheelhouse for the engine room, dayroom and cabin.

Lighting

### **6.4 Lighting**

#### **6.4.1 General**

A lighting network, nominal voltage 24 V shall be installed. The interior of the Vessel shall be adequately lighted with marine-type (LED) lights. All exterior lights are waterproof marine-type (LED) lights.

The number, type and location of light switches shall be determined in line with safe and efficient operation.

A number of spare lights shall be provided for the interior and exterior lighting.

#### **6.4.2 Interior Lighting**

The lights shall be 24 V unless specifically mentioned otherwise.

#### 6.4.2.1 **Engine Room**

- 6 LED tube type light units 2 x 8 W, controlled by a time switch,
- 1 LED tube type light unit 2x 8 W. switched by E.R. time switch.

#### 6.4.2.2 **Deckhouse**

- 2 LED tube type light units 2 x 8 W. Sanitary space,
- 1 Ceiling LED light 12 W with a switch near the door.

#### 6.4.2.3 **Corridor Below Main Deck**

- 1 LED tube type light units 2 x 8 W.

The corridor light shall be switched by two-way switches, one at top of the stairs and one at the corridor end.

#### 6.4.2.4 **Mess/Galley**

- 2 LED tube type light units 2 x 8 W,
- 1 LED tube type light units 2 x 8 W,
- 1 Bed reading LED light with a switch at each bunk.

#### 6.4.2.5 **Workshop Below Main Deck**

- 2 LED tube type light units 2 x 8 W.

#### 6.4.2.6 **Wheelhouse**

- 1 Ceiling LED lamp 12 W
- Variable instrument lighting.

### 6.4.3 **Exterior lighting**

#### 6.4.3.1 **Main Deck**

- 2 Watertight 12 W 24 V deck lights, one on the foreside and one on the aft side of the wheelhouse.

#### 6.4.3.2 ***Floodlights***

- 2 Watertight 100 W 220 V LED floodlights (minimum 7000 lumens) are installed to illuminate the deck, one fore and one aft.

#### 6.4.4 **Socket 24V**

##### 6.4.4.1 ***Wheelhouse***

- In the wheelhouse, a 24 V socket shall be fitted, combined with the light switch.

#### 6.4.5 **Sockets 220/400 V - Interior**

##### 6.4.5.1 ***Wheelhouse***

- Double socket 220 V

##### 6.4.5.2 ***Mess / Galley***

- 1 double socket (220V).

##### 6.4.5.3 ***Engine room:***

- Double socket 220 V.

##### 6.4.5.4 ***Accommodation:***

- Double socket 220 V.

##### 6.4.5.5 ***Workshop:***

- Double socket 220 V,
- Double socket 400 V (suitable for a small electric welder).

#### 6.4.6 **Sockets 220/400 V - Exterior**

##### 6.4.6.1 ***Main Deck***

The following exterior marine type sockets are fitted on the main deck in a locker on the front of the wheelhouse:

- 
- One socket 220 V,
  - One socket 400 V (suitable for a small electric welder)

## 7 DECK EQUIPMENT

### 7.1 Anchor Equipment

The anchor equipment and installation shall be in accordance with the Classification society's regulations. The anchors installed shall be High Holding Power anchor, type Pool. The anchor and chain cable shall be galvanised.

#### 7.1.1 Anchor with Chain (Class Restricted Service)

Anchor weight: 105 kg  
Spare anchor: 48 kg  
Total chain length: 100 m  
Chain diameter: 16 mm (short-link)  
Chain quality: U2 (Class)

The spare anchor shall be stored on the foredeck, inside of the bulwark.

##### 7.1.1.1 *Anchor Winch*

An electrically driven anchor winch shall be mounted on a foundation, welded on the foredeck.

### 7.2 Mooring Equipment

#### 7.2.1 Mooring Lines

3 Polypropylene mooring lines shall be provided, length 44 m each, diameter 32 mm. Each line shall be provided with an eye.

#### 7.2.2 Capstan

On the work deck, at frame 5, a hydraulic capstan with two rotation directions shall be installed. The capstan shall be mounted at convenient working height in support of line handling through the towing bitt.

Make: Kraaijeveld, Petrel or equivalent  
Speed: 15 m/min  
Capacity: 8 tonnes

## 7.3 Hoisting Equipment

### 7.3.1 Hydraulic Crane

#### 7.3.1.1 *Crane Foundation*

The main deck has reinforcements at port between frame 11 and 13 and forward of frame 11 a thicker deck plating of 20 mm shall be fitted.

#### 7.3.1.2 *Crane Type*

A fully foldable knuckle boom hydraulic marine crane with hydraulic winch shall be mounted on the foredeck on portside. Deck plating and under deck structure shall be reinforced under the crane pedestal.

Make: Heila HLRM 80-2S or equivalent

Lifting capacity 6.7 ton (metric) at 10 meter

Full crane capacity shall be available over the bow. A crane stability booklet shall be delivered with the Vessel, giving maximum loads in different directions at several loading conditions.

The crane shall be controlled locally by means of a wireless remote control.

#### 7.3.1.3 *Hydraulic Crane Winch*

The hydraulic crane shall be fitted with a hydraulically driven winch.

Nominal lifting power: 6.5 ton

Wire length: 65 m

#### 7.3.1.4 *Hydraulic Power Pack*

The hydraulic crane and winch shall be powered by an electrical hydraulic power pack located in the engine room. Specifications of Hydraulic Power Pack

Make: Palfinger or equivalent

Oil Tank Size: 300 litres.

Maximum Electric Power: 55kW

Maximum Pressure: 320 bar



### **7.3.2 Towing Hook**

#### **7.3.2.1 *Towing Hook***

A Mampaey or equivalent hydraulic towing hook shall be mounted in the cross beam of the towing bitt. The towing hook shall have a hydraulic release device, activated by a hydraulic arrangement from the helmsman's position.

Safe working load: 20 tonnes

### **7.3.3 Deck Eyes**

Ten deck eyes shall be welded on the deck for use of block and tackle.

## **7.4 Life-Saving and Fire Protection Equipment**

### **7.4.1 Life-Saving Equipment**

#### **7.4.1.1 *General***

The safety appliances shall be according to normal Builder's Standards and SAMSA requirements. The number and capacities of the life rafts, lifebuoys and life jackets shall be optionally altered according to the Buyer's requirements and/or the guidelines of the classification society and SAMSA.

#### **7.4.1.2 *Lifebuoys***

Four lifebuoys shall be stored in frames at appropriate places.

#### **7.4.1.3 *Life jackets***

Six life jackets shall be provided.

#### **7.4.1.4 *Life raft***

One inflatable life raft shall be fitted on an ejector rack. The raft shall be fitted with a hydrostatic release.

Make : Zodiac or equivalent

Capacity: 6 persons

#### 7.4.1.5 ***First-Aid Equipment***

A first-aid kit (according to SAMSA general requirements) shall be supplied.

#### 7.4.1.6 ***Fire Signals***

Emergency fire signals, parachute type and waterproof packed shall be provided as per SAMSA requirements.

#### 7.4.1.7 ***Smoke Light Signals***

Smoke lights signals shall be provided as per SAMSA requirements

#### 7.4.1.8 ***Miscellaneous Safety Equipment***

The following safety equipment shall be provided as per SAMSA requirements

- Fire axe,
- One safety lamp,
- 1 work light (portable),
- Markus net or equivalent.

### 7.4.2 **Fire Protection Equipment**

#### 7.4.2.1 ***General***

Portable fire extinguishers shall be fitted according to Classification Society and SAMSA requirements and will at minimum be located in the:

- Wheelhouse,
- Deckhouse,
- Engine Room,
- Accommodation,
- Workshop.

## **8 AUXILIARY SYSTEMS**

### **8.1 Hydraulics**

#### **8.1.1 Hydraulic Piping**

##### **8.1.1.1 *General***

Seamless steel precision pipes shall be installed between the hydraulic equipment and the pump. High-pressure hydraulic hoses shall be applied where necessary. Pipes above deck up to and including a diameter of 25 mm shall be made of stainless steel and are to be fitted with screwed steel couplings (galvanized and yellow passivated). Larger pipes above deck shall be made of steel and are to be fitted with screwed steel couplings (galvanized and yellow passivated) or forged steel welded flanges. Outside couplings and flanges shall be wrapped with Denso-tape or equivalent.

The design and construction of the system and the piping shall take into account the requirements for noise reductions. Piping shall be sized to avoid high-pressure peaks and shall have manageable lengths between the joints for maintenance purposes.

#### **8.1.2 Hydraulic Pumps**

##### **8.1.2.1 *Hydraulic Pump and Oil Tank (Driven by Main Engine)***

A hydraulic pump, driven by a main engine or gearbox shall be mounted. The hydraulic oil tank shall be fitted with a low-level sensor. The capacity of the hydraulic pump shall be based on non-simultaneous use of hydraulic equipment such as the capstan, bow collector and future Bed-Leveller winch. The alarm shall be fitted in the wheelhouse dashboard.

A hydraulic oil filter shall be installed in the pressure line.

##### **8.1.2.2 *Hydraulic Pump Oil Cooling***

On the hydraulic oil tank, a hydraulic oil cooler shall be fitted. The oil cooler shall be connected to the cooling channels. A 24 V circulation pump shall be fitted, switched on and off automatically by temperature sensors on the hydraulic oil tank.

### **8.1.3 Commissioning Hydraulic Systems**

After finishing the fitting of the system, the complete system (including the filters) shall be rinsed at a minimum flow speed of 7 m/s. The filters shall be checked and cleaned at regular intervals.

The cleanliness will be at least according to ISO 4406: 1999 class 19/17/14. The rinsing procedure shall be performed in accordance with the Builders Standard. The system shall be pressure tested at 1.5 times the nominal working pressure.

## **8.2 Transfer System**

### **8.2.1 Bilge Water Transfer Pump**

One bilge water transfer pump driven by an electric motor (220/400 V) shall be installed.

Make: Southern Pumps or equivalent

Capacity: 20 m<sup>3</sup>/h at 14 m.w.g.

### **8.2.2 Bilge Water Transfer Piping**

The bilge water tank shall be provided with a piping system for flooding and emptying the tank.

### **8.2.3 Flexible Hoses Bilge Water**

Two flexible bilge water hoses with diameter 50 mm and 10 m length each with required coupling shall be provided.

### **8.2.4 Fuel Oil Transfer Pump**

One fuel transfer pump driven by an electric motor (220/400 V) shall be installed.

Make: Southern Pumps or equivalent

Capacity: 20 m<sup>3</sup>/h at 14 m.w.g.

### **8.2.5 Fuel Oil Transfer Piping**

The fuel oil tank fore shall be provided with a piping system for flooding and emptying the tank.

### **8.2.6 Flexible Fuel Hoses**

Two flexible fuel hoses with diameter 50 mm and 10 m length each with required coupling shall be provided.

### **8.2.7 Fresh Water Transfer Pump**

One freshwater transfer pump-driven electrically (220/400 V) shall be installed.

Make: Southern Pumps or equivalent

Capacity: 20 m<sup>3</sup>/h at 14 m.w.g.

### **8.2.8 Fresh Water Transfer Piping**

The freshwater tank aft shall be provided with a piping system for flooding and emptying the tank. Own tank shall be filled by a hose.

### **8.2.9 Flexible Hoses Fresh Water**

Two flexible freshwater hoses with diameter 50 mm and 10 m each with required coupling shall be provided.

## **8.3 Oil Pollution Control System (Tier 1)**

### **8.3.1 Oil Boom**

An oil containment boom shall be supplied with the Vessel. The oil containment boom shall be stored on a reel, which shall be placed on the main deck. Normally the reel shall be stored onshore at the Buyer's premises. The boom shall be of the inflatable type and shall be suitable for use in harbours, estuaries and coastal waters. Provisions for inflating and deflating of the boom shall be provided by the Buyer.

Length: 125 m

Deflectable width: 0.65 m

### **8.3.2 Skimmer**

A floating skimmer and separate power pack shall be supplied with the Vessel. The skimmer shall be of the disc type, which combines a high oil pick up rate with a very low free water pick up. It shall be suitable for use on coastal waters estuaries and in harbours. The skimmer shall be provided with a splash cover.

### 8.3.3 Explosive Gas Detector

One suitable, continuously measuring explosive gas detector shall be provided. An alarm for 10% below the "low explosion limit" (LEL) shall be provided.

### 8.3.4 Oil Storage Container

Ten removable 1 m<sup>3</sup> plastic oil storage containers shall be supplied with the Vessel. Welded supports will be made on the deck to secure the containers in position during operation. In case of fitting multiple oil storage containers on the main deck, the open refuse skip shall be removed. The containers shall be lifted to shore using the hydraulic crane and shall be emptied onshore.

### 8.3.5 Bow Collector

Recovery of floating solidified oil products, tar balls and debris shall be undertaken by a partly submersed strainer basket over the bow. The retrieved matter shall be directly emptied into an open refuse skip. The basket assembly shall be activated by two hydraulic rams.

|                           |                       |
|---------------------------|-----------------------|
| Lifting capacity :        | 1 ton,                |
| Maximum collection speed: | 4 knots (continuous), |
| Lifting time approx.:     | 26 seconds,           |
| Lowering time approx.:    | 16 seconds.           |

The strainer basket assembly will be of a welded construction with tubular framing and a steel grating, to be blasted and painted after construction. The sides of the basket will have vertical plates to avoid the loss of retrieved debris during the transfer.

|                  |                |
|------------------|----------------|
| Width:           | 2438 mm        |
| Depth of basket: | approx. 900 mm |

The hydraulic control shall be local. The attachments of both the strainer basket assembly and the hydraulic rams will be welded to the deck.

### 8.3.6 Debris Grab (For Deck Crane)

The deck crane shall be fitted with a debris grab to pick up debris or solidified oil products from the water. The grab shall be built up from heavy grating bars and shall be closed or opened with a central hydraulic cylinder, controlled from the crane control position.

Capacity approx.: 300 L

The debris grab shall be emptied in an open refuse skip. The debris grab shall be fitted with a rotator to easily pick up long, irregular debris.

### 8.3.7 Open Refuse Skip

An open refuse skip shall be provided, which will be placed on foredeck and onshore. Dimensions:

Length: 3048 mm,  
Width: 2438 mm,  
Capacity: approx. 9 m<sup>3</sup>.

Welded supports will be made on the deck to secure the skip in position during operation. Lifting lugs shall be provided on the refuse skip for removal by deck crane.

The skip shall be of a welded construction with tubular framing and steel grating sides, to be blasted and painted after construction. The lower 10 cm of the refuse skip sides and the bottom are to be of a closed steel construction. At the four corners, drainage holes are provided.

### 8.3.8 High-Pressure Cleaner

A hot-water high-pressure cleaner shall be delivered with the Vessel.

Make: Kärcher or equivalent,  
Type: HDS 558 C or equivalent,  
Capacity: 290 – 550 litre/hour,  
Working pressure: 30 – 140 bar,  
Working temperature: 80 – 140 °C.

The cleaner shall be sea-water proof and shall use seawater for working and shall be cleaned with fresh water after use. The high-pressure cleaner shall be fitted with an oil-fired heater, a fuel oil tank of 16 litre and a tank of 8 litre for cleanser. The cleaner shall be stored below main deck and lifted on to the main deck before operation.

### **8.3.9 Dredging System**

#### **8.3.9.1 General**

A modular dredging system shall be provided with the Vessel which shall be operated using the deck crane. The system shall be powered by an independent hydraulic power pack to be placed on the deck of the Vessel when required including all fittings and lifting gear. Hoses such as hydraulic, jet water discharge and suction, and pressure hoses shall be provided.

#### **8.3.9.2 Submersible Hydraulic Dredge Pump**

A submersible hydraulic dredge pump shall be provided with the vessel together with an independent power pack.

Make: IHC or equivalent,  
Type: TT 24-150 or equivalent..

#### **8.3.9.3 Hydraulic Power Pack**

An independent auxiliary power pack consisting of a diesel driven jet water pump set and hydraulic powerpack capable of driving the submersible hydraulic dredge pump specified in section 8.3.9.2.

The selection of a suitable locally manufactured independent hydraulic power pack of make Dosco or equivalent is left to the bidders' interpretation as this may vary depending on dredge pump model selected.

#### **8.3.9.4 Dredging Accessories**

All the necessary accessories such as fittings, lifting gear and hydraulic hoses (flow, return and leak), jet water discharge and suction hoses, and dredge pressure hoses with floats shall be provided.

Length pressure hoses: 4 x 10 m,  
Length jet water suction hose: 2 x 5.8 m,



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Length jet water discharge hose: 1 x 20 m,  
Length hydraulic hoses: 3x20 m.

#### **8.4 Fixed Internal Fire Fighting System**

A CO<sub>2</sub> fixed fire-fighting system for the engine room shall be installed in a separate locker and shall be activated from a position near the deckhouse. The key of the CO<sub>2</sub> locker shall be stored in a stainless-steel cabinet.

## 9 JOINERY AND ACCOMMODATION

### 9.1.1 General

The layout shall be shown on the relevant General Arrangement Plan. Tabletops are to be made of hard plastic covered waterproof plywood. Aluminium and steel handrails will be fitted where necessary. Sea-fastening shall be provided for all chairs. For every outside door, a doormat shall be supplied. Standard headroom height in accommodation shall be 2.1 m.

### 9.1.2 Acoustical Insulation

Measurements to obtain the low noise levels are included as follows:

- Resiliently mounted main engines,
- Floating floor in wheelhouse and accommodation,
- Damp or equivalent ceiling in wheelhouse,
- Resiliently mounted silencers and parts of exhaust piping,
- Resiliently mounted auxiliary set(s),
- Attention given to silencers and the mounting of ventilation ducts and openings,
- The engine room inlet ventilation ducts are clad with sound-absorbing material.

#### 9.1.2.1 *Maximum Noise Levels*

- Engine Room 95-100 dB(A),
- Wheelhouse 70 dB(A),
- Accommodation 62-64 dB(A),
- Workshop 80-85 dB(A),
- Deckhouse 68 dB(A).

Sound measurements to be done at 80% power of Main Engines.

## 9.2 Joinery

### 9.2.1 General

All joinery work shall be in accordance with normal Builder's Standards. For panelling hard plastic-coated marine plywood shall be used in the colour light grey and light yellow (coated on both sides), fastened with galvanised steel screws and finished with Omega wall joints and aluminium profiles.

Where necessary, non-combustible and fire-retardant materials shall be used.

### **9.2.2 Floating Floors Wheelhouse**

The floor in the wheelhouse shall be of the composite synthetic type, make Bolidt or equivalent, colour teak. The floor shall be of the floating type, and no direct contact shall be made between the floors and the steel structure.

### **9.2.3 Floating Floors Deckhouse and Accommodation**

The floors in the deckhouse, accommodation, alleyway, galley/mess shall be of the composite synthetic type, make Bolidt or equivalent, colour teak. The floors shall be of the floating type, and no direct contact shall be made between the floors and the steel structure. The cabins shall have linoleum laid over the floating floor, colour beechwood.

### **9.2.4 Floor Toilet and Sanitary Space**

In the sanitary space ceramic tiles are to be laid in cement and are extending 10 cm up to the side walls. At the floor/wall angles rounded tiles are used. Colour: off-white.

### **9.2.5 Floor Store(s)**

The floor in the workshop/store at starboard shall be covered with two layers of plywood (2 x 19 mm).

### **9.2.6 Floor Engine Room**

Chequered aluminium floor plates shall be fitted in the engine room and fixed with stainless steel screws. The plates are mounted on angle section frames in such a way that all equipment shall be reached for operation and maintenance.

### **9.2.7 Walls Wheelhouse**

The wheelhouse walls shall be insulated with mineral wool and panelled up to the wheelhouse windows. The thickness of the insulation shall be approximately 50 mm and of the panels 20 mm. The dashboard casing shall be made of hard plastic (Formica or equivalent) bonded to marine plywood.

### 9.2.8 Ceiling Wheelhouse

The wheelhouse ceiling shall be insulated with mineral wool and panelled. The thickness of the insulation shall be approximately 50 mm and of the panels 10 mm.

Special sound-absorbing perforated ceiling panels, make Dampa or equivalent, colour grey, are used.

### 9.2.9 Arrangement Wheelhouse

#### 9.2.9.1 *Dustbin*

The wheelhouse shall be fitted with a dustbin.

#### 9.2.9.2 *Chart/Radio Table*

A chart/radio table with drawer, chair and a dimmable light shall be installed.

#### 9.2.9.3 *Helmsman Seat*

One helmsman seat, in height adjustable on a turntable, shall be provided;

|                   |                                   |
|-------------------|-----------------------------------|
| Make:             | Zwaardvis or equivalent,          |
| Seating material: | Artificial leather, colour black. |

#### 9.2.9.4 *Time clock*

A quartz marine clock 10 cm with silence periods shall be mounted.

#### 9.2.9.5 *Binoculars*

One pair of prismatic binoculars (7x50), make Steiner Skipper or equivalent, shall be provided in a binocular box.

#### 9.2.9.6 *Miscellaneous Wheelhouse*

Furthermore provided:

- Ribbed mat
- 2x Cupholders

## **9.2.10 Arrangement Living Quarters**

### **9.2.10.1 *Arrangement Main Deck***

A pantry/mess shall be situated at main deck and equipped with:

- One dinette covered with artificial leather, colour dark red,
- Anti-slip placemats are supplied,
- One Stainless steel worktop, with cupboards underneath,
- The worktop has a stainless-steel sink with water tap,
- One refrigerator, 80 net litres,
- One marine type electric cooker with 2 hotplates and pan fittings,
- Stainless steel sheeting around the cooker,
- One dustbin, capacity 40 litres.

### **9.2.10.2 *Dayroom Inventory***

A complete inventory including dishes, cups, mugs, pans, etc. shall be provided for a crew of 4 persons.

### **9.2.10.3 *Radio Set Dayroom***

One radio CD player (car-type) will be fitted in the dayroom.

### **9.2.10.4 *Accommodation Below Main Deck***

Below the main deck a crew cabin for four persons shall be located and fitted with:

- One bunk for each person, lower bunk with two drawers with locks,
- One clothing locker with keylock for each person,
- One bookshelf,
- Wall picture,
- One double clothes hook,
- Curtains for bunks.

The berths of 2.1 x 0.9 m are provided with a 15 cm polyether mattress.

## **9.2.11 Arrangement Additional Spaces**

### **9.2.11.1 *Sanitary Space Main Deck***

On the main deck a sanitary space shall be equipped with:

- Toilet with fresh water flush,
- Coat hooks,
- Washbasin with a tap,
- Shower.

Above the washbasin, a small cabinet with a mirror shall be fitted. Near the washbasin, a soap dispenser and drinking glass with bracket shall be fitted.

The shower space shall be fitted with a hand-grip and wire model soap dish. Shower tap shall have thermostatic controlled valves.

## **9.2.12 Arrangement Store and Boatswain Equipment**

### **9.2.12.1 *Boatswain Equipment***

- 1 Rubber bucket with a line,
- 1 Broom deck brush,
- 1 Wash-leather,
- 1 Sponge,
- 1 Window cleaning set (length max. 3 m),
- 1 Boat hook.

### **9.2.12.2 *Basic Cleaning Set***

- Floor mop,
- Cleaning materials for metal, plastic, wood,
- Rust remover,
- Garden 12 mm freshwater hose,
- Soap for superstructure cleaning,
- Stainless steel cleaner,
- PU foam insulation material.

## 9.2.13 Engine Room Workshop

### 9.2.13.1 *Standard Tools and Inventory*

- Standard toolset as supplied by the engine manufacturer(s) for Main Engines,
- 1 Toolbox,
- 1 Adjustable spanner,
- 1 Plier,
- 2 Screwdrivers,
- 1 Extension,
- 1 Jointed handle,
- 1 Double open end spanner 10-11 mm,
- 1 Double open end spanner 12-13 mm,
- 1 Double open end spanner 14-15 mm,
- 1 Double open end spanner 17-19 mm,
- 1 Double open end spanner 22-24 mm,
- 1 Socket 10 mm,
- 1 Socket 11 mm,
- 1 Socket 12 mm,
- 1 Socket 13 mm,
- 1 Socket 14 mm,
- 1 Socket 15 mm,
- 1 Socket 17 mm,
- 1 Socket 19 mm,
- 1 Socket 22 mm,
- 1 Socket 30 mm,
- 1 Grease gun with a set of required heads,
- 1 Grease gun for towing hook (if applicable),
- 1 Propeller nut spanner,
- 1 Propeller pulling device,
- 1 Battery water-filling bottle,
- 1 Spare Padlock,

- 
- Key for docking plugs,
  - Key for shore connections,
  - 1 complete set of spare LED light bulbs/tubes.

#### 9.2.13.2 **Workbench**

A steel workbench with a 125 mm diameter engineer's vice, make Gedore or equivalent, shall be installed in the workshop below the main deck.



## 10 NAUTICAL, NAVIGATION AND COMMUNICATION EQUIPMENT

### 10.1 Navigation Lights / Signals

#### 10.1.1 Navigation Lights

The navigation lights shall be controlled with the navigation light control panel, make Praxis or equivalent on the dashboard. The following (LED) lights shall be installed:

- 2 Sidelights (red and green) are fitted,
- The steel sidelight boxes are welded on the wheelhouse topdeck,
- A stern light (white) shall be fitted in the mast,
- A masthead light (white) shall be fitted in the mast,
- A 2nd masthead light (white) shall be fitted in the mast,
- A towing light (yellow) shall be fitted in the mast,
- An anchor light (white) shall be fitted,
- 3 R.I.M. (restricted in maneuvering) lights (red, white, red) are fitted in the mast, lights can also be used as N.U.C. (not under command) lights (red, red).

All lights are fitted conform to the COLREGS' requirements. Some lights can be used for more functions.

Make: Praxis controller /Den Haan navigation lights or equivalent,

Type: Megaguard NLCS or equivalent.

#### 10.1.2 Searchlight System

##### 10.1.2.1 *Searchlight*

A searchlight shall be mounted on the wheelhouse topdeck, with a control handle and switch near the steering position.

Voltage: 24 V,

Capacity: 500 W or LED equivalent,

Make: Den Haan or equivalent.

### 10.1.3 Signals and Flags

#### 10.1.3.1 *Code Shapes*

One set of code shapes shall be provided with the Vessel and stored onboard. The following black shapes are provided:

Ball: 3,  
Diamond: 1,  
Cylinder: 1.

Make: Den Haan or equivalent,  
Type: Signals or equivalent.

#### 10.1.3.2 *Horn*

A horn shall be fitted on the wheelhouse topdeck or in the mast. For operation, a push-button shall be situated on the wheelhouse dashboard.

Make: Den Haan or equivalent,  
Type: DHR H300 or equivalent.

#### 10.1.3.3 *Ship's Bell*

A ship's bell shall be fitted.

National Flag

One South African national flag shall be supplied.

## 10.2 Nautical and Bridge Systems

### 10.2.1 Navigation

#### 10.2.1.1 *Integrated Navigation System*

A radar system with a chart plotter shall be part of an integrated navigation system.

Display: 15.6" colour TFT wide screen,  
Radar scanner: DRS4D-NXT 24" digital dome, HD colour, 4 kW or equivalent,  
GPS: GP330 150 GPS or equivalent,

Echo sounder: Built in with Airmar transducer P79 or equivalent,  
Chart: Navionics Silver or equivalent,  
Voltage: 24 V,  
Make: Furuno or equivalent,  
Type radar: TZTLF15F 120 series or equivalent.

The chart plotter shall be provided with basic charts of South Africa. C-map charts of the operational area can be offered upon request.

#### 10.2.1.2 ***Magnetic Compass***

A magnetic compass, make Cassens & Plath, type Kotter or equivalent, shall be located on a stainless steel foundation on the wheelhouse top and provided with a digital repeater, type Netcourse or equivalent, in the wheelhouse. The compass shall be provided with internal illumination (24 V d.c.) and a dimmer/switch on the wheelhouse desk.

### 10.2.2 **Secondary Echo Sounder**

A second echo sounder, multibeam, make Teledyne MB-2 or equivalent shall be fitted having position, heading and motion reference sensors and processing software for dredging applications. The transducer shall be installed at an appropriate place in the hull. The correct working of the echo sounder depends on undisturbed water underneath the oscillator.

### 10.2.3 **Internal Communication**

#### 10.2.3.1 ***Intercom / Loudhailer***

An integrated intercom/loudhailer system shall be installed. Stations are to be on the following places:

- Master station in the wheelhouse,
- Engine room,
- Crane position on deck with call possibility to master station,
- Dayroom,
- Accommodation.

Stations on deck are closed watertight stations.

The loudhailer shall be fitted to the mast. The microphone shall be situated on the wheelhouse control panel (palm microphone type).

Make: Furuno or equivalent,

Type: LH7000 or equivalent.

#### **10.2.4 External Communication**

##### **10.2.4.1 VHF DSC-A Radio Telephone**

A VHF radiotelephone with all international channels shall be installed. The radio telephone shall be equipped with an integrated DSC unit and DSC watch receiver, class A (Ch. 70). The antennae shall be mounted on the wheelhouse top deck or in the mast.

Capacity 25 W,

Number 1,

Make Sailor or equivalent,

Type RT 6222 or equivalent.

##### **10.2.4.2 Handheld Waterproof VHF Radio Telephone**

A handheld waterproof VHF radio telephone shall be installed, complete with a battery charger and belt clip. Hands-free waterproof earpiece with a secure headband. The handheld waterproof VHF radio telephone shall be GMDSS approved.

Number: 2,

Make: Sailor or equivalent,

Type: SP3520 or equivalent.

##### **10.2.4.3 SART**

A search and rescue radar transponder shall be installed, GMDSS approved.

Make: Sailor or equivalent,

Type: SART II or equivalent.

##### **10.2.4.4 EPIRB**

An EPIRB shall be fitted, GMDSS approved, operating at 121.5 and 406 MHz.

Make Sailor or equivalent,

---

Type SE406-II or equivalent.

### **10.2.5 Meteorological Equipment**

#### **10.2.5.1 *Barometer***

An aneroid barometer shall be mounted in the wheelhouse.

#### **10.2.5.2 *Weather system***

A weather system shall be installed. The sensor is to be mounted in the mast.

Output: Relative wind speed and direction, Air temperature and pressure,

Display: LCD,

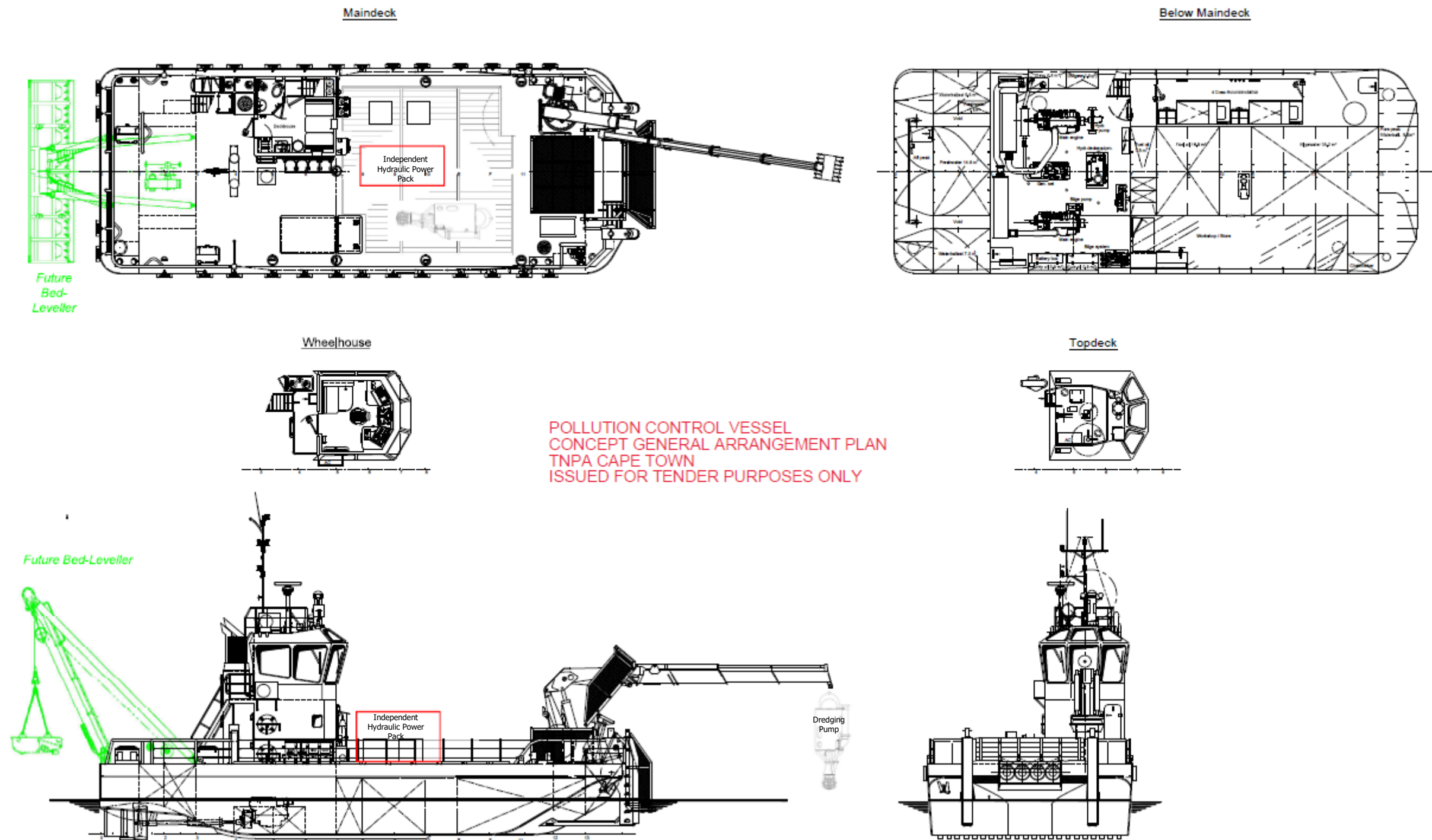
Voltage: 24 V,

Make: Furuno or equivalent,

Type: RD-33 or equivalent,

Sensor: Airmar 150 WX solid state or equivalent.

## 11 GENERAL ARRANGEMENT DRAWING



Part T2:  
Returnable  
Documents



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/09/1065/12095/RFP

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)

## T2.1 List of Returnable Documents

### 2.1.1 These schedules are required for eligibility purposes:

- T2.2-01: **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-02: **Evaluation Schedule:** Previous Experience in Shipbuilding
- T2.2-03: **Evaluation Schedule:** Management & CV's of Key Personnel and Organogram.
- T2.2-04: **Evaluation Schedule:** Programme
- T2.2-05: **Evaluation Schedule:** SHERQ
- T2.2-06: **Evaluation Schedule:** Method Statement
- T2.2-07: **Evaluation Schedule:** Quality Expectations

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-08: Authority to submit tender
- T2.2-09: Record of addenda to tender documents
- T2.2-10: Letter of Good Standing
- T2.2-11: Risk Elements
- T2.2-12: Availability of equipment and other resources
- T2.2-13: Health and Safety Questionnaire
- T2.2-14: Job Creation
- T2.2-15: National Industrial Participation (NIPP)

Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6 on ANNEX G Compulsory Enterprise Questionnaire

#### Agreement and Commitment by Tenderer:

- T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17: Non-Disclosure Agreement
- T2.2-18: RFP Declaration Form
- T2.2-19: RFP – Breach of Law
- T2.2-20: Certificate of Acquaintance with Tender Document
- T2.2-21: Supplier Integrity Pact
- T2.2-22: Supplier Code of Conduct





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### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-23: Insurance provided by the Contractor

T2.2-24: Form of Intent to provide a Performance Guarantee

T2.2-25: Foreign Exchange requirements

T2.2-26: Forecast Rate of Invoicing

T2.2-27: Three (3) years audited financial statements

T2.2-28: Supplier Declaration Form

T2.2-29: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

### **2.3 C1.2 Contract Data**

### **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions (Activity Schedule)**

### **2.6 C2.2 Price List**

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Compulsory Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

|           |  |                |
|-----------|--|----------------|
| Held at:  |  |                |
| On (date) |  | Starting time: |

#### Particulars of person(s) attending the meeting:

Name

Signature

Capacity

#### Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

## T2.2-02: Evaluation Schedule: Previous Experience in Shipbuilding

### Note to tenderers:

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

**The Tenderer must demonstrate the facility meets the minimum requirement.**

| Evaluation Criteria                                                                                                                                                                                                              | Weighting |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Company (not individuals) experience in successfully designing, building, commissioning and handing over similar (i.e same class or higher) motorised vessels (in accordance with scope of work) in the past fifteen (15) years. | 41        |
| TOTAL                                                                                                                                                                                                                            | <b>41</b> |

### Index of documentation attached to this schedule

|    | DOCUMENT NAME |
|----|---------------|
| 1  |               |
| 2  |               |
| 3  |               |
| 4  |               |
| 5  |               |
| 6  |               |
| 7  |               |
| 8  |               |
| 9  |               |
| 10 |               |
|    |               |

| No response                                                                                                                                                                                                       | Very Poor                                                                                                                    | Poor                                                                                                                | Acceptable Response                                                                                           | Good Response                                                                                                       | Excellent Response                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| (0)                                                                                                                                                                                                               | (20)                                                                                                                         | (40)                                                                                                                | (60)                                                                                                          | (80)                                                                                                                | (100)                                                                                                                      |
| No Response or no project submitted of the similar vessel previously built and delivered successfully or No evidence of designing of similar vessel irrespective of evidence of vessels previously delivered = 0% | 0 < project submitted of similar vessel previously designed, built and delivered successfully in the past 15 years ≤ 1 = 20% | 1 < projects submitted of similar vessel previously built and delivered successfully in the past 15 years ≤ 2 = 40% | 3 projects submitted of similar vessel previously built and delivered successfully in the past 15 years = 60% | 3 < projects submitted of similar vessel previously built and delivered successfully in the past 15 years ≤ 4 = 80% | More than (5) projects submitted of similar vessel previously built and delivered successfully in the past 15 years = 100% |

**TRANSNET NATIONAL PORTS AUTHORITY**

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## **T2.2-03: Evaluation Schedule - Management & CV's of Key Personnel and Organogram**

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender.

**The Tenderer must demonstrate that they meet the minimum requirement.**

|           | <b>Evaluation Criteria</b>                                                                                                               | <b>Weighting</b> |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>1</b>  | Project Manager                                                                                                                          | 3                |
| <b>2</b>  | Naval Architect with a degree in Naval Architecture and registered with a recognized organisation such as RINA or similar.               | 3                |
| <b>3</b>  | Risk Specialist                                                                                                                          | 2                |
| <b>4</b>  | Superintendent / Foreman with Shipbuilding Background qualification                                                                      | 3                |
| <b>5</b>  | Quality Manager with experience in steel fabrication or shipbuilding.                                                                    | 1                |
| <b>6</b>  | Coded Welders that are Class Approved with qualification (i.e. Welder's Qualification Test Certificate, Welders Procedure Specification) | 1                |
| <b>7</b>  | Millwright with trade test certificate                                                                                                   | 1                |
| <b>8</b>  | Spray painter with experience in Shipbuilding                                                                                            | 1                |
| <b>9</b>  | Boilermaker with a trade test certificate                                                                                                | 1                |
| <b>10</b> | Organogram that is Project Specific                                                                                                      | 1                |
|           | <b>TOTAL</b>                                                                                                                             | <b>17</b>        |

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

| No. | No response                                                              | Very Poor                                                                                                               | Poor                                                                                                                        | Acceptable Response                                                                                                         | Good Response                                                                                                               | Excellent Response                                                                                                                                                     |
|-----|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | (0)                                                                      | (20)                                                                                                                    | (40)                                                                                                                        | (60)                                                                                                                        | (80)                                                                                                                        | (100)                                                                                                                                                                  |
| 1   | No response<br>= 0%                                                      | less than 3 Years' Experience with no diploma or degree in Engineering or Built Environment or Project Management = 20% | Less 3 years' experience with a diploma or degree in Engineering or Built Environment or Project Management = 40%           | 3 ≤ years' experience with a diploma or degree in Engineering or Built Environment or Project Management ≤ 5 = 60%          | 5 < years' experience with a diploma or degree in Engineering or Built Environment or Project Management ≤ 7 = 80%          | More than 7 years' experience with a diploma or degree in Engineering or Built Environment or Project Management and professionally registered with PMI or PMSA = 100% |
| 2   | No Response or Naval Architect with no degree in Naval Architecture = 0% | Less than three years' experience or not Professionally registered = 20%                                                | Professionally registered Naval Architect with 3 ≤ years' experience ≤ 5 = 40%                                              | Professionally registered Naval Architect with 5 < years' experience ≤ 7 = 60%                                              | Professionally registered Naval Architect with 7 < years' experience ≤ 10 = 80%                                             | Professionally registered Naval Architect with more than 10 years' experience = 100%                                                                                   |
| 3   | No Response = 0%                                                         | Years' experience < 1 = 20%                                                                                             | 1 < Years' Experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 3 = 40% | 3 < years' experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 5 = 60% | 5 < years' experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 7 = 80% | More than seven years' experience with a risk management certificate or degree or diploma in engineering or built environment = 100%                                   |

|   |                                                                               |                                |                                    |                                                                                                                |                                                                                                                   |                                                                                                                     |
|---|-------------------------------------------------------------------------------|--------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 4 | No Response<br>= 0%                                                           | Years' Experience < 1<br>= 20% | 1 < Years' Experience<br>≤ 3 = 40% | 3 < Years' Experience<br>and quality management<br>diploma ≤ 5 = 60%                                           | 5 < Years' Experience<br>and quality<br>management diploma<br>≤ 7 = 80%                                           | > 7 Years' Experience<br>with a Diploma in<br>Mechanical Engineering &<br>Chief Engineer Unlimited<br>(STCW) = 100% |
| 5 | No Response<br>= 0%                                                           | Years' Experience < 1<br>= 20% | 1 < Years' Experience<br>≤ 3 = 40% | 3 < Years' Experience<br>and quality management<br>diploma or diploma or<br>degree in Engineering ≤<br>5 = 60% | 5 < Years' Experience<br>and quality<br>management diploma<br>or diploma or degree<br>in Engineering ≤ 7 =<br>80% | > 7 Years' Experience and<br>quality management<br>diploma or diploma or<br>degree in Engineering =<br>100%         |
| 6 | No Response<br>or not class<br>approved<br>and/or no<br>qualification<br>= 0% | Years' Experience < 1<br>= 20% | 1 < Years' Experience<br>≤ 3 = 40% | 3 < Years' Experience ≤<br>5 = 60%                                                                             | 5 < Years' Experience<br>≤ 7 = 80%                                                                                | > 7 Years' Experience =<br>100%                                                                                     |
| 7 | No Response<br>or no trade<br>test<br>certificate =<br>0%                     | Years' Experience < 1<br>= 20% | 1 < Years' Experience<br>≤ 3 = 40% | 3 < Years' Experience ≤<br>5 = 60%                                                                             | 5 < Years' Experience<br>≤ 7 = 80%                                                                                | > 7 Years' Experience =<br>100%                                                                                     |
| 8 | No Response<br>or no trade<br>certificate=<br>0%                              | Years' Experience < 1<br>= 20% | 1 < Years' Experience<br>≤ 3 = 40% | 3 < Years' Experience ≤<br>5 = 60%                                                                             | 5 < Years' Experience<br>≤ 7 = 80%                                                                                | > 7 Years' Experience =<br>100%                                                                                     |
| 9 | No Response<br>= 0%                                                           | Years' Experience < 1<br>= 20% | 1 < Years' Experience<br>≤ 3 = 40% | 3 < Years' Experience ≤<br>5 = 60%                                                                             | 5 < Years' Experience<br>≤ 7 = 80%                                                                                | > 7 Years' Experience =<br>100%                                                                                     |



**TRANSNET NATIONAL PORTS AUTHORITY****TENDER NUMBER: TNPA/2022/09/1065/12095/RFP****DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)**

|           |                                                                 |                            |                            |                            |                            |                                                                   |
|-----------|-----------------------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------------------------------------|
| <b>10</b> | Missing 5 key people or No response or Not project specific= 0% | Missing 4 key people = 20% | Missing 3 key people = 40% | Missing 2 key people = 60% | Missing 1 key person = 80% | All key people included with attached CV and qualification = 100% |
|-----------|-----------------------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------------------------------------|

**TRANSNET NATIONAL PORTS AUTHORITY**  
**TENDER NUMBER: TNPA/2022/09/1065/12095/RFP**  
**DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL**  
**FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER**  
**REFERRED TO AS TNPA)**

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

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## T2.2-04: Evaluation Schedule: Programme

### Note to tenderers:

#### 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 either MS project or Primavera with the accompanying basis of schedule.

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.

|              | Evaluation Criteria                                                                                                                                                                                                                                                   | Weighting |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1            | Starting date and completion date are stated, and the schedule does not exceed 14 months.                                                                                                                                                                             | 1         |
| 2            | Detailed Level 4 Programme with basis of schedule on how durations were estimated. Major milestones are all shown, and all project requirements, timing and deliverables will be met.                                                                                 | 2         |
| 3            | All activities as per level 4 detail to be logically tied using the critical path method (CPM) with CPM Column shown in the PDF Print out.                                                                                                                            | 2         |
| 4            | All activity durations (durations column shown in programme) to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as nonworking periods. | 2         |
| 5            | Program PDF submission compiled either MS project or Primavera with the accompanying basis of schedule.                                                                                                                                                               | 3         |
| <b>TOTAL</b> |                                                                                                                                                                                                                                                                       | <b>10</b> |

The scoring of the Programme will be as follows:

| No. | No response                                                                                         | Very Poor                                                                                                                                                                                                    | Poor                                                                                                                                                                                                                                                                                            | Acceptable Response                                                                                                                                                                                                                     | Good Response                                                                                                                                                                                                                                                                           | Excellent Response                                                                                                                                                                                                                                                                         |
|-----|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | (0)                                                                                                 | (20)                                                                                                                                                                                                         | (40)                                                                                                                                                                                                                                                                                            | (60)                                                                                                                                                                                                                                    | (80)                                                                                                                                                                                                                                                                                    | (100)                                                                                                                                                                                                                                                                                      |
| 1   | No response or Project duration is more than 15 months = 0%                                         | Project duration from the start date to completion date exceeds 15 months = 20%                                                                                                                              | 14 < Project duration from the start date to completion date ≤ 15 = 40%                                                                                                                                                                                                                         | Project duration from the start date to completion date = 14 months = 60%                                                                                                                                                               | 13 ≤ Project duration from the start date to completion date < 14 = 80%                                                                                                                                                                                                                 | Project duration is less than 13 months from the start date to completion date = 100%                                                                                                                                                                                                      |
| 2   | No response or no basis of schedule = 0%                                                            | Programme is not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project = 20% | Does not meet the requirements of the stipulated criteria with no basis of schedule on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities = 40% | The requirements partially meet the stipulated criteria with a high-level basis of schedule showing how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met = 60% | Meets expectations, showing important issues with a basis of schedule clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 80% | Exceeds expectations, showing important issues with a basis of schedule clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 100% |
| 3   | No response or schedule does not link activities using CPM or submission is level 1 or level 2 = 0% | The schedule is partially complete and detailed (level 4 or level 3) with major activities properly linked using CPM with some open ends in between = 20%                                                    | The schedule is partially complete and detailed (level 4) with major activities properly linked using CPM with no open ends in between = 40%                                                                                                                                                    | The schedule is complete and detailed (level 4) with major activities properly linked using CPM and no open ends in between = 60%                                                                                                       | The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between = 80%                                                                                                                                                         | The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between and basis of schedule to substantiate the linking of activities = 100%                                                                                           |

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|          |                                                                          |                                                                                                                                        |                                                                                                                                               |                                                                                                                                                                              |                                                                                                                                                                                      |                                                                                                                                                                                        |
|----------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4</b> | No response or submitted schedule does not show the duration column = 0% | Activities are broken down into Months and weekends and public holidays are marked as non-working days from start to finish date = 20% | Activities are broken down into Weeks, Months and weekends and public holidays are marked as non-working days from start to finish date = 40% | Major activities are broken down into days, weeks & Months, and weekends, public holidays and builders' break are marked as non-working days from start to finish date = 60% | All activities are broken down into days, Weeks, and weekends, public holidays, and builders' break are marked as non-working days from start to finish date (Show the Column) = 80% | All activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days from start to finish date, and Time Risk Allowances = 100%  |
| <b>5</b> | No response = 0%                                                         | Programme submitted compiled in MS Excel, not in MS Project nor Primavera no basis of schedule = 20%                                   | Programme submitted was compiled in MS Project or Primavera but no basis of schedule = 40%                                                    | Programme submitted was compiled in MS Project or Primavera and the basis of schedule submitted = 60%                                                                        | Programme submitted was compiled in MS Project or Primavera with predecessor and successor columns shown and the Basis of schedule submitted = 80%                                   | Programme submitted was compiled in MS Project or Primavera with the predecessor, successor, resource loading and cost-loaded columns shown and the Basis of schedule submitted = 100% |

## **T2.2-05: Evaluation Schedule: Health and Safety/SHERQ**

The tenderer must submit the following documents as a minimum with the tender submission:

|          | <b>Evaluation criteria</b>                                                                                                                                                             | <b>Weighting</b> |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>1</b> | Documented Integrated SHERQ Policy and the Procedure Documents (i.e. Valid Letter of Good Standing, Signed SHE Policy, SHE Plan, SHE Risk Assessments, Environmental Management Plan). | 5                |
|          | <b>TOTAL</b>                                                                                                                                                                           | <b>5</b>         |

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

| No. | No response                                 | Very Poor                                                                                    | Poor                                                                                         | Acceptable Response                                                                          | Good Response                                                                                | Excellent Response                                                                            |
|-----|---------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
|     | (0)                                         | (20)                                                                                         | (40)                                                                                         | (60)                                                                                         | (80)                                                                                         | (100)                                                                                         |
| 1   | No Response or No Information provided = 0% | 1 of the 5 requested documents submitted, and documents submitted are project-specific = 20% | 2 of the 5 requested documents submitted, and documents submitted are project-specific = 40% | 3 of the 5 requested documents submitted, and documents submitted are project-specific = 60% | 4 of the 5 requested documents submitted, and documents submitted are project-specific = 80% | 5 of the 5 requested documents submitted, and documents submitted are project-specific = 100% |

**Attached submissions to this schedule:**

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## T2.2-06: Evaluation Schedule: Method Statement

### Note to tenderers:

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

Submit the following documents as a minimum with your tender documents.

|          | Evaluation Criteria                                                                                                                                                                                                                   | Weighting |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>1</b> | Bollard Pull                                                                                                                                                                                                                          | 4         |
| <b>2</b> | Accommodation                                                                                                                                                                                                                         | 1         |
| <b>3</b> | Critical Spares <ul style="list-style-type: none"> <li>• 1 X Propeller Shaft,</li> <li>• 1 set of Propeller shaft bearings,</li> <li>• 1 X Fixed-pitch propeller.</li> <li>• 1 set of engine spares as recommended by OEM.</li> </ul> | 1         |
| <b>4</b> | Classification Society Spares                                                                                                                                                                                                         | 1         |
| <b>5</b> | Method statement demonstrates clear understanding of the Goods Information                                                                                                                                                            | 14        |
| <b>6</b> | Noise Levels                                                                                                                                                                                                                          | 1         |
|          | <b>TOTAL</b>                                                                                                                                                                                                                          | <b>22</b> |

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

| No. | No response                                                                                     | Very Poor                                                                                                             | Poor                                                                                                         | Acceptable Response                                                                                       | Good Response                                                                                               | Excellent Response                                                                                                     |
|-----|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|     | (0)                                                                                             | (20)                                                                                                                  | (40)                                                                                                         | (60)                                                                                                      | (80)                                                                                                        | (100)                                                                                                                  |
| 1   | No response or Bollard pull ahead < 14 tonnes = 0%                                              | 14 ≤ Bollard pull ahead ≤ 14.5 tonnes = 20%                                                                           | 14.5 < Bollard pull ahead < 15 tonnes = 40%                                                                  | Bollard pull ahead of 15 tonnes = 60%                                                                     | 15 < Bollard pull ahead ≤ 15.5 tonnes = 80%                                                                 | Bollard pull ahead exceeding 15.5 tonnes = 100%                                                                        |
| 2   | No response or No accommodation provided = 0%                                                   | Below the deck accommodation with one berth smaller than 2.1 x 0.9 m without ceiling and walls completely lined = 20% | Below the deck accommodation with two berths of 2.1 x 0.9 m without ceiling and walls completely lined = 40% | Below the deck accommodation with two berths of 2.1 x 0.9 m with ceiling and walls completely lined = 60% | Below the deck accommodation with three berths of 2.1 x 0.9 m with ceiling and walls completely lined = 80% | Below the deck accommodation with more than three berths of 2.1 x 0.9 m with ceiling and walls completely lined = 100% |
| 3   | No response or less than two of the above is provided = 0%                                      | Only two of the above to be provided = 20%                                                                            | Only three of the above to be provided = 40%                                                                 | All four as stated above to be provided = 60%                                                             | One more spare in addition to the four above to be provided = 80%                                           | Two or more spares in addition to the Four above to be provided = 100%                                                 |
| 4   | No response or less than 90% of the total number of Classification Society Spares included = 0% | Less than 95% of the total number of Classification Society Spares included = 20%                                     | 95% of the total number of Classification Society Spares included = 40%                                      | 100% of the total number of Classification Society Spares included = 60%                                  | 105% of the total number of Classification Society Spares included = 80%                                    | More than 105% of the total number of Classification Society Spares included = 100%                                    |

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|          |                                                                                              |                                                                                                                                                                                |                                                                                                                                                                                                        |                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>5</b> | The tenderer has submitted no information or inadequate information to determine a score= 0% | The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology = 20% | The methodology approach deals with only minimal characteristics of the project. The methodology/approach is generic and not tailored to address the specific project objectives and methodology = 40% | The methodology approach deals with most of the characteristics of the project. Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met = 60% | The methodology approach deals with most characteristics of the project. The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project = 80% | The methodology approach deals with ALL critical characteristics of the project. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs = 100% |
| <b>6</b> | more than 103 dB(A) = 0%                                                                     | 102 < dB(A) ≤ 103 = 20%                                                                                                                                                        | 101 < dB(A) ≤ 102 = 40%                                                                                                                                                                                | 100 dB(A) = 60%                                                                                                                                                                                                                         | 95 < dB(A) ≤ 99 = 80%                                                                                                                                                                                                                                                                                                                                                                                  | Below 95 dB(A) = 100%                                                                                                                                                                                                                                                                                                                                                                        |

## T2.2-07: Evaluation Schedule – Quality Expectations

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the General Quality Requirements for Contractors and Suppliers

The tenderer shall as a minimum submit the following:

The Tenderer must demonstrate the facility meets the minimum requirement.

|          | Evaluation Criteria                                          | Weighting |
|----------|--------------------------------------------------------------|-----------|
| <b>1</b> | Project Specific Quality Plan (PSQP) for the project.        | 2         |
| <b>2</b> | Project specific Quality Control Plan (QCP) (For each task). | 2         |
| <b>3</b> | Project specific Quality data book index.                    | 1         |
|          | <b>TOTAL</b>                                                 | <b>5</b>  |

### Attached submissions to this schedule:

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The scoring of the Quality Management will be as follows:

| No.      | No response | Very Poor                                       | Poor                                                                              | Acceptable Response                                                                  | Good Response                                                                                 | Excellent Response                                                                             |
|----------|-------------|-------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|          | (0)         | (20)                                            | (40)                                                                              | (60)                                                                                 | (80)                                                                                          | (100)                                                                                          |
| <b>1</b> | No Response | PSQP is too general and not project specific    | PSQP is project specific but inadequate to cover project scope                    | PSQP shows adequate understanding of project quality requirements                    | PSQP shows above average understanding of the project quality requirements                    | PSQP covers all and above the project quality requirements of the project scope                |
| <b>2</b> | No Response | QCPs are not project specific                   | QCP is project specific but inadequate to cover project scope                     | QCP shows adequate understanding of project quality requirements                     | QCP shows above average understanding of the project quality requirements                     | QCP covers all and above the project quality requirements of the project scope                 |
| <b>3</b> | No Response | Quality Data book index is not project specific | Quality Data book index is project specific but inadequate to cover project scope | Quality Data book index shows adequate understanding of project quality requirements | Quality Data book index shows above average understanding of the project quality requirements | Quality Data book index covers all and above project quality requirements of the project scope |


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## T2.2-08: 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


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**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.


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**C. Certificate for Joint Venture**

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

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

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

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

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

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

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

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





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#### 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

## **T2.2-09: 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:

|    | <b>Date</b> | <b>Title or Details</b> |
|----|-------------|-------------------------|
| 1  |             |                         |
| 2  |             |                         |
| 3  |             |                         |
| 4  |             |                         |
| 5  |             |                         |
| 6  |             |                         |
| 7  |             |                         |
| 8  |             |                         |
| 9  |             |                         |
| 10 |             |                         |
| 11 |             |                         |
| 12 |             |                         |
| 13 |             |                         |
| 14 |             |                         |
| 15 |             |                         |

Attach additional pages if more space is required.

## **T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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|-------|
| ..... |
| ..... |
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Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

[illegible]

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.

[illegible]



## T2.2-13: Health and Safety Questionnaire

### Health, Safety Questionnaire

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



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### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

### 4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

|                               | YES                      | NO                       |                           | YES                      | NO                       |
|-------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| CORPORATE SAFETY POLICY       | <input type="checkbox"/> | <input type="checkbox"/> | EQUIPMENT MAINTENANCE     | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT NOTIFICATION POLICY  | <input type="checkbox"/> | <input type="checkbox"/> | EMERGENCY RESPONSE        | <input type="checkbox"/> | <input type="checkbox"/> |
| RECORDKEEPING & STATISTICS    | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT         | <input type="checkbox"/> | <input type="checkbox"/> |
| REFERENCE TO LEGISLATION      | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES       | <input type="checkbox"/> | <input type="checkbox"/> |
| GENERAL RULES & REGULATIONS   | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PROCEDURES      | <input type="checkbox"/> | <input type="checkbox"/> |
| PROGRESSIVE DISCIPLINE POLICY | <input type="checkbox"/> | <input type="checkbox"/> | WORKPLACE INSPECTIONS     | <input type="checkbox"/> | <input type="checkbox"/> |
| RESPONSIBILITIES              | <input type="checkbox"/> | <input type="checkbox"/> | INVESTIGATION PROCESS     | <input type="checkbox"/> | <input type="checkbox"/> |
| PPE STANDARDS                 | <input type="checkbox"/> | <input type="checkbox"/> | TRAINING POLICY & PROGRAM | <input type="checkbox"/> | <input type="checkbox"/> |
| ENVIRONMENTAL STANDARDS       | <input type="checkbox"/> | <input type="checkbox"/> | COMMUNICATION PROCESSES   | <input type="checkbox"/> | <input type="checkbox"/> |
| MODIFIED WORK PROGRAM         | <input type="checkbox"/> | <input type="checkbox"/> |                           |                          |                          |

### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

|                               | YES                      | NO                       |                              | YES                      | NO                       |
|-------------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|
| GENERAL RULES & REGULATIONS   | <input type="checkbox"/> | <input type="checkbox"/> | CONFINED SPACE ENTRY         | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY REPORTING           | <input type="checkbox"/> | <input type="checkbox"/> | TRENCHING & EXCAVATION       | <input type="checkbox"/> | <input type="checkbox"/> |
| INJURY REPORTING              | <input type="checkbox"/> | <input type="checkbox"/> | SIGNS & BARRICADES           | <input type="checkbox"/> | <input type="checkbox"/> |
| LEGISLATION                   | <input type="checkbox"/> | <input type="checkbox"/> | DANGEROUS HOLES & OPENINGS   | <input type="checkbox"/> | <input type="checkbox"/> |
| RIGHT TO REFUSE WORK          | <input type="checkbox"/> | <input type="checkbox"/> | RIGGING & CRANES             | <input type="checkbox"/> | <input type="checkbox"/> |
| PERSONAL PROTECTIVE EQUIPMENT | <input type="checkbox"/> | <input type="checkbox"/> | MOBILE VEHICLES              | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES          | <input type="checkbox"/> | <input type="checkbox"/> | PREVENTATIVE MAINTENANCE     | <input type="checkbox"/> | <input type="checkbox"/> |
| PROJECT SAFETY COMMITTEE      | <input type="checkbox"/> | <input type="checkbox"/> | HAND & POWER TOOLS           | <input type="checkbox"/> | <input type="checkbox"/> |
| HOUSEKEEPING                  | <input type="checkbox"/> | <input type="checkbox"/> | FIRE PREVENTION & PROTECTION | <input type="checkbox"/> | <input type="checkbox"/> |
| LADDERS & SCAFFOLDS           | <input type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL SAFETY            | <input type="checkbox"/> | <input type="checkbox"/> |
| FALL ARREST STANDARDS         | <input type="checkbox"/> | <input type="checkbox"/> | COMPRESSED GAS CYLINDERS     | <input type="checkbox"/> | <input type="checkbox"/> |
| AERIAL WORK PLATFORMS         | <input type="checkbox"/> | <input type="checkbox"/> | WEATHER EXTREMES             | <input type="checkbox"/> | <input type="checkbox"/> |

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:



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

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly  
☐ ☐ ☐ ☐ ☐

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

\_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly  
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly  
☐ ☐ ☐ ☐ ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ NoIs the process documented? ☐ Yes ☐ No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process? ☐ Yes ☐ No

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

\_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&amp;S success?

- Attach separate sheet to explain

**7. SAFETY STEWARDSHIP**

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

Yes No Monthly Quarterly Annually





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|                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Project/Site Manager     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Managing Director        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety Director/Manager  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| /Chief Executive Officer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

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

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

7D Does your company track non-injury incidents?

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

## 8 PERSONNEL

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

| Name | Position/Title | Designation |
|------|----------------|-------------|
|      |                |             |

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

| Name | Address | Telephone Number |
|------|---------|------------------|
|      |         |                  |

Other responsibilities:

## 9 REFERENCES

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

| Name and Company | Address | Phone Number |
|------------------|---------|--------------|
|                  |         |              |
|                  |         |              |
|                  |         |              |

## T2.2-14: 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                                                             |                              |                                   |                                |

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

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

| <b>Year 2</b>                                                                            | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
|------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|
| Total number of new jobs                                                                 |           |           |           |           |
| Number of new jobs for Black men                                                         |           |           |           |           |
| Number of new jobs for black women                                                       |           |           |           |           |
| Number of new jobs for black youth                                                       |           |           |           |           |
| Number of new jobs for black people living in rural or underdeveloped areas or townships |           |           |           |           |
| Number of new jobs for black People with Disabilities                                    |           |           |           |           |
| Number of new jobs for other categories                                                  |           |           |           |           |
| Number of new skilled jobs                                                               |           |           |           |           |
| Number of new semi-skilled jobs                                                          |           |           |           |           |
| Number of new unskilled jobs                                                             |           |           |           |           |



## T2.2-15: SBD 5 – The National Industrial Participation Programme (NIPP)

### INTRODUCTION

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

### 1. PILLARS OF THE PROGRAMME

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

**TRANSNET NATIONAL PORTS AUTHORITY****TENDER NUMBER: TNPA/2022/09/1065/12095/RFP****DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)****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](mailto:Elias@thedti.gov.za) for further details about the programme.

**4. PROCESS TO SATISFY THE NIPP OBLIGATION**

- 4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - a. the Contractor and the DTI will determine the NIPP obligation;
  - b. the Contractor and the DTI will sign the NIPP obligation agreement;
  - c. the Contractor will submit a performance guarantee to the DTI;
  - d. the Contractor will submit a business concept for consideration and approval by the DTI;

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- 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.....

## T2.2-16 : 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.**

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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 _____ | _____          |





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

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

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>90</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>10</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor


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together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

**3. POINTS AWARDED FOR PRICE**

### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

- 4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) |
|------------------------------------|---------------------------------|
| 1                                  | 10                              |
| 2                                  | 9                               |
| 3                                  | 6                               |
| 4                                  | 5                               |
| 5                                  | 4                               |
| 6                                  | 3                               |
| 7                                  | 2                               |
| 8                                  | 1                               |
| Non-compliant contributor          | 0                               |

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

| Enterprise | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                               |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large      | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                         |
| QSE        | Certificate issued by SANAS accredited verification agency<br>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) |



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|                        |                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]                                                                                                                                  |
| <b>EME<sup>1</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard |

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

## 5. BID DECLARATION

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

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

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

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


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(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


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- ☐ Company  
☐ (Pty) Limited  
 [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional Supplier  
☐ Other Suppliers, e.g. transporter, etc.  
 [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in 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;


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- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDERS(S)**
**DATE:** .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

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


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| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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.





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

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

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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## **T2.2-17 NON-DISCLOSURE AGREEMENT**

**February 2023**


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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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


**TRANSNET NATIONAL PORTS AUTHORITY**
**TENDER NUMBER: TNPA/2022/09/1065/12095/RFP**
**DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)**

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.


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- 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.


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**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

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Name

Position

Tenderer

## T2.2-18: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-22 "Supplier Provider Integrity Pact".

|                                                              |
|--------------------------------------------------------------|
| For and on behalf of<br><br>.....<br>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 a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

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- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



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## T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

\_\_\_\_\_  
SIGNATURE OF TENDER

## **T2.2-20: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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- 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

## **T2.2-21: Supplier Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## PREAMBLE

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

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

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

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

## 1 OBJECTIVES

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

## 2 COMMITMENTS OF TRANSNET

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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



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

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

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

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

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

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

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

formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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



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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

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



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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## T2.2-22 : 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

## T2.2-23: 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<br>(See clause 84.2 of the ECC)                                                                                                                                                           | Name of Insurance<br>Company | Cover | Premium |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract                                         |                              |       |         |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000. |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                    |                              |       |         |
| Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement                                            |                              |       |         |
| Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000         |                              |       |         |
| (Other)                                                                                                                                                                                                     |                              |       |         |

## T2.2-23: 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<br>(See clause 84.2 of the ECC)                                                                                                                                                           | Name of Insurance<br>Company | Cover | Premium |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract                                         |                              |       |         |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000. |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                    |                              |       |         |
| Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement                                            |                              |       |         |
| Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000         |                              |       |         |
| (Other)                                                                                                                                                                                                     |                              |       |         |



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/09/1065/12095/RFP

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)

## T2.2-24: 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

## T2.2-25: Foreign Exchange Requirements

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

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

| Items & activities | Currency | Bank | Maximum payment |
|--------------------|----------|------|-----------------|
|                    |          |      |                 |
|                    |          |      |                 |
|                    |          |      |                 |
|                    |          |      |                 |
|                    |          |      |                 |
|                    |          |      |                 |
|                    |          |      |                 |

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

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

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



## **T2.2-26: 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:**

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

## **T2.2-27: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

## T2.2-28 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

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

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

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

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

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

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

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

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

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

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

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

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

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

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

## SUPPLIER DECLARATION FORM

## Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

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

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

|                                                             |  |
|-------------------------------------------------------------|--|
| Your Current Company's VAT Registration Status              |  |
| VAT Registration Number                                     |  |
| If <b>Exempted from VAT registration</b> , state reason and |  |

**TRANSNET NATIONAL PORTS AUTHORITY**

**TENDER NUMBER: TNPA/2022/09/1065/12095/RFP**

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|                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| submit proof from SARS in confirming the exemption status                                                                                                                          |  |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. |  |

|                         |                     |  |
|-------------------------|---------------------|--|
| Company Banking Details | Bank Name           |  |
| Universal Branch Code   | Bank Account Number |  |

|                          |  |      |  |
|--------------------------|--|------|--|
| Company Physical Address |  | Code |  |
| Company Postal Address   |  | Code |  |
| Company Telephone number |  |      |  |
| Company Fax Number       |  |      |  |
| Company E-Mail Address   |  |      |  |
| Company Website Address  |  |      |  |

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
| Designation                 |  |
| Telephone                   |  |
| Email                       |  |

|                                                                                                                                                                                               |           |  |           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|-----------|--|
| Is your company a Labour Broker?                                                                                                                                                              | Yes       |  | No        |  |
| Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.                                                                                                                    |           |  |           |  |
| How many personnel does the business employ?                                                                                                                                                  | Full Time |  | Part Time |  |
| Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II. |           |  |           |  |

|                                              |                           |                                          |                                        |
|----------------------------------------------|---------------------------|------------------------------------------|----------------------------------------|
| Most recent Financial Year's Annual Turnover | <R10Million<br><b>EME</b> | >R10Million<br><R50Million<br><b>QSE</b> | >R50Million<br><b>Large Enterprise</b> |
|----------------------------------------------|---------------------------|------------------------------------------|----------------------------------------|

|                                                            |  |                         |          |                                      |          |                         |          |          |          |          |          |
|------------------------------------------------------------|--|-------------------------|----------|--------------------------------------|----------|-------------------------|----------|----------|----------|----------|----------|
| Does your company have a valid proof of B-BBEE status?     |  |                         | Yes      |                                      | No       |                         |          |          |          |          |          |
| Please indicate your Broad Based BEE status (Level 1 to 9) |  |                         | <b>1</b> | <b>2</b>                             | <b>3</b> | <b>4</b>                | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> |
| Majority Race of Ownership                                 |  |                         |          |                                      |          |                         |          |          |          |          |          |
| % Black Ownership                                          |  | % Black Women Ownership |          | % Black Disabled person(s) Ownership |          | % Black Youth Ownership |          |          |          |          |          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                      |  |                           |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|--|---------------------------|--|--|--|
| % Black Unemployed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | % Black People Living in Rural Areas |  | % Black Military Veterans |  |  |  |
| <p><b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> <li>Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;</li> <li>EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;</li> <li>Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;</li> <li>A certified South African identification document will be required for all Black Youth Ownership.</li> </ul> |  |                                      |  |                           |  |  |  |

| Supplier Development Information Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <p><b>EMPOWERING SUPPLIER</b></p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p> | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p> |
| <p><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p> |
| <p><b>SUPPLIER DEVELOPMENT PLAN</b></p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO &amp; BDO etc.).</p>                                                                                                                                                                                                                                                                                              | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p> |
| <p><b>DEVELOPMENT PLAN DOCUMENT</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p> |



|                                                                                                                                                                                                                                                                 |                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).                                                                          | *If Yes- Attach supporting documents               |
| <b>ENTERPRISE DEVELOPMENT BENEFICIARY</b><br><br>A supplier that is not as yet in our value chain that we are assisting in their developmental area.                                                                                                            | YES <input type="radio"/> NO <input type="radio"/> |
| <b>SUPPLIER DEVELOPMENT BENEFICIARY</b><br><br>A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.) | YES <input type="radio"/> NO <input type="radio"/> |
| <b>GRADUATION FROM ED TO SD BENEFICIARY</b><br><br>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.                                                                                       | YES <input type="radio"/> NO <input type="radio"/> |
| <b>ENTERPRISE DEVELOPMENT RECIPIENT</b><br><br>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention                                                                                                                | YES <input type="radio"/> NO <input type="radio"/> |

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

|                  |  |             |  |
|------------------|--|-------------|--|
| Name and Surname |  | Designation |  |
| Signature        |  | Date        |  |

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

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

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths

## APPENDIX C

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

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

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

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

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

## 3. I hereby declare under Oath that:

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

- Black Military Veterans % = \_\_\_\_\_%

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was

between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|                          |                                                              |  |
|--------------------------|--------------------------------------------------------------|--|
| 100% Black Owned         | <b>Level One</b> (135% B-BBEE procurement recognition level) |  |
| At Least 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition level) |  |

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

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

#### Deponent Signature

.....

**Date**

.....

\_\_\_\_\_  
**Commissioner of Oaths**

Signature & stamp

**APPENDIX D****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

### Deponent Signature

.....



Date

.....

Commissioner of Oaths

Signature &amp; stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

|                                                                                                                                                            | Yes | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.                                                                          |     |    |
| 2. Complete the "Supplier Code of Conduct" (SCC). See attachment.                                                                                          |     |    |
| 3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ). |     |    |
| 4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).                            |     |    |
| 5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).                                                                               |     |    |
| 6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).                                                                                |     |    |
| 7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.                                                       |     |    |
| 8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.                                                          |     |    |

**TRANSNET NATIONAL PORTS AUTHORITY**

**TENDER NUMBER: TNPA/2022/09/1065/12095/RFP**

**DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, AND DELIVERY OF A MULTI-PURPOSE VESSEL FOR THE TRANSNET NATIONAL PORTS AUTHORITY FOR THE PORT OF CAPE TOWN, (HEREAFTER REFERRED TO AS TNPA)**



|                                                                                                                                  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------|--|--|
| 9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit. |  |  |
| 10. Central Supplier Database (CSD) Summary Registration Report.                                                                 |  |  |



## **T2.2-29 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

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

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

|     |  |
|-----|--|
| YES |  |
|-----|--|

|    |  |
|----|--|
| NO |  |
|----|--|

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

..... (Name of company)

(Operator)

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

#### **AS WITNESSES:**

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

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

# Annexures

| Compliance Sheet: Multi Purpose Vessel TNPA/2022/09/1065/12095/RFP                                                                                                                                          |                                                                                                                                                                                                                                                                       |                                                   |                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------|
| No.                                                                                                                                                                                                         | Criteria                                                                                                                                                                                                                                                              | Comply<br>["will comply" or<br>"does not comply"] | Describe Deviation<br>[If "does not<br>comply"] |
| 1                                                                                                                                                                                                           | Must show compliance to Classification Society Specification [Build to Class]                                                                                                                                                                                         |                                                   |                                                 |
| 2                                                                                                                                                                                                           | All welded steel single chine hull                                                                                                                                                                                                                                    |                                                   |                                                 |
| 3                                                                                                                                                                                                           | Bollard pull ahead of atleast 15 tonnes                                                                                                                                                                                                                               |                                                   |                                                 |
| 4                                                                                                                                                                                                           | Below the deck accommodation with two berths of 2.1 x 0.9 m with ceiling and walls completely lined                                                                                                                                                                   |                                                   |                                                 |
| 5                                                                                                                                                                                                           | Engine power < 1500 bkW                                                                                                                                                                                                                                               |                                                   |                                                 |
| 6                                                                                                                                                                                                           | Information on Internal and external communication Equipment to be installed provided and comply with Specifications                                                                                                                                                  |                                                   |                                                 |
| 7                                                                                                                                                                                                           | Air Conditioning cooling unit to be installed in the wheelhouse                                                                                                                                                                                                       |                                                   |                                                 |
| 8                                                                                                                                                                                                           | Critical Spares listed below have been included <ul style="list-style-type: none"> <li>• 1 X Propeller Shaft,</li> <li>• 1 set of Propeller shaft bearings,</li> <li>• 1 X Fixed-pitch propeller.</li> <li>• 1 set of engine spares as recommended by OEM.</li> </ul> |                                                   |                                                 |
| 9                                                                                                                                                                                                           | Tools provided comply with specification                                                                                                                                                                                                                              |                                                   |                                                 |
| 10                                                                                                                                                                                                          | Noise levels in engine room is below 100 dB(A) measured at 80% power of main engine                                                                                                                                                                                   |                                                   |                                                 |
| 11                                                                                                                                                                                                          | All materials & equipment to be of Type Approval by a Specified Classification Society                                                                                                                                                                                |                                                   |                                                 |
| 12                                                                                                                                                                                                          | Main Engines Emission reports submitted and is in compliance with MARPOL Annex VI                                                                                                                                                                                     |                                                   |                                                 |
| 13                                                                                                                                                                                                          | Valid ISO 9001 certification submitted                                                                                                                                                                                                                                |                                                   |                                                 |
| 14                                                                                                                                                                                                          | All equipment offered has local agents and spares readily available in South Africa                                                                                                                                                                                   |                                                   |                                                 |
| 15                                                                                                                                                                                                          | Spares required by the Classification Society are to be included                                                                                                                                                                                                      |                                                   |                                                 |
| Note that this sheet does not comprehensively cover all elements of specifications which the vessel have to comply to but instead covers key elements which is deemed critical for tender evaluations only. |                                                                                                                                                                                                                                                                       |                                                   |                                                 |

| TNPA: Technical Evaluation - Acquisition of Multi-Purpose Vessel |                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | TENDERER NAME: Acquisition of Multi-Purpose Vessel |       |          |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------|----------|
| Evaluation Criteria                                              | Description                                                                                                                                                                                                            | Scoring principle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Returnable Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Weighting                                          | Score | Comments |
| Previous Experience in Shipbuilding                              | Company (not individuals) experience in successfully designing, building, commissioning and handing over similar (i.e same class or higher) motorised vessels (in accordance with scope of work) in the past 15 years. | More than 5 projects submitted of similar vessel previously built and delivered successfully in the past 15 years = 100%<br>3 < projects submitted of similar vessel previously built and delivered successfully in the past 15 years ≤ 4 = 80%<br>3 projects submitted of similar vessel previously built and delivered successfully in the past 15 years = 60%<br>1 < projects submitted of similar vessel previously built and delivered successfully in the past 15 years ≤ 2 = 40%<br>0 < project submitted of similar vessel previously designed, built and delivered successfully in the past 15 years ≤ 1 = 20%<br>No Response or no project submitted of the similar vessel previously built and delivered successfully or No evidence of designing of similar vessel irrespective of evidence of vessels previously delivered = 0% | A list of previous experience in designing, building, commissioning and handing over motorized vessels.<br>Reference letter(s) for previously designing, building, commissioning and handing over motorized vessels.<br>Reference letter(s) from client(s) on clients' company letterhead signed by the client confirming the work performed with a clear indication of clients' impression of the work performed.<br>References must be traceable in order for the experience to be verified by TNPA where necessary. | 41                                                 |       |          |
|                                                                  | Sub-total                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 41                                                 | 0     |          |
| Management & CV's of Key Personnel                               | Project Manager                                                                                                                                                                                                        | More than 7 years experience with a diploma or degree in Engineering or Built Environment or Project Management and professionally registered with PMI or PMSA = 100%<br>5 < years experience with a diploma or degree in Engineering or Built Environment or Project Management ≤ 7 = 80%<br>3 ≤ years experience with a diploma or degree in Engineering or Built Environment or Project Management ≤ 5 = 60%<br>Less 3 years experience years with a diploma or degree in Engineering or Built Environment or Project Management = 40%<br>less than 3 Years Experience with no diploma or degree inEngineering or Built Environment or Project Management = 20%<br>No response = 0%                                                                                                                                                       | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates                                                                                                                                                                                                                                                                                                                                                                                                                                              | 3                                                  |       |          |
|                                                                  | Naval Architect with a degree in Naval Architecture and registered with a recognized organisation such as RINA or similar.                                                                                             | Professionally registered Naval Architect with more than 10 years experience = 100%<br>Professionally registered Naval Architect with 7 < years experience ≤ 10 = 80%<br>Professionally registered Naval Architect with 5 < years experience ≤ 7 = 60%<br>Professionally registered Naval Architect with 3 ≤ years experience ≤ 5 = 40%<br>Less than three years experience or not Professionally registered = 20%<br>No Response or Naval Architect with no degree in Naval Architecture = 0%                                                                                                                                                                                                                                                                                                                                               | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates                                                                                                                                                                                                                                                                                                                                                                                                                                              | 3                                                  |       |          |
|                                                                  | Risk Specialist                                                                                                                                                                                                        | More than seven years experience with a risk management certificate or degree or diploma in engineering or built environment = 100%<br>5 < years experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 7 = 80%<br>3 < years experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 5 = 60%<br>1 < Years Experience with a risk management certificate or degree or diploma in engineering or built environment ≤ 3 = 40%<br>Years experience < 1 = 20%<br>No Response = 0%                                                                                                                                                                                                                                                              | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2                                                  |       |          |
|                                                                  | Superintendent / Foreman with Shipbuilding Background qualification                                                                                                                                                    | > 7 Years Experience with a Diploma in Mechanical Engineering & Chief Engineer Unlimited ( STCW) = 100%<br>5 < Years Experience ≤ 7 = 80%<br>3 < Years Experience ≤ 5 = 60%<br>1 < Years Experience ≤ 3 = 40%<br>Years Experience < 1 = 20%<br>No Response = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates                                                                                                                                                                                                                                                                                                                                                                                                                                              | 3                                                  |       |          |



TECHNICAL EVALUATION

|                           |                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                              |                                                                           |    |   |  |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----|---|--|
| Personnel and Organogram. | Quality Manager with experience in steel fabrication or shipbuilding.                                                                    | > 7 Years Experience and quality management diploma or diploma or degree in Engineering = 100%<br>5 < Years Experience and quality management diploma or diploma or degree in Engineering ≤ 7 = 80%<br>3 < Years Experience and quality management diploma or diploma or degree in Engineering ≤ 5 = 60%<br>1 < Years Experience ≤ 3 = 40%<br>Years Experience < 1 = 20%<br>No Response = 0% | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates | 1  |   |  |
|                           | Coded Welders that are Class Approved with qualification (i.e. Welder's Qualification Test Certificate, Welders Procedure Specification) | > 7 Years Experience = 100%<br>5 < Years Experience ≤ 7 = 80%<br>3 < Years Experience ≤ 5 = 60%<br>1 < Years Experience ≤ 3 = 40%<br>Years Experience < 1 = 20%<br>No Response or not class approved and/or no qualification = 0%                                                                                                                                                            | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates | 1  |   |  |
|                           | Millwright with trade test certificate                                                                                                   | > 7 Years Experience = 100%<br>5 < Years Experience ≤ 7 = 80%<br>3 < Years Experience ≤ 5 = 60%<br>1 < Years Experience ≤ 3 = 40%<br>Years Experience < 1 = 20%<br>No Response or no trade test certificate = 0%                                                                                                                                                                             | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates | 1  |   |  |
|                           | Spray painter with experience in Shipbuilding                                                                                            | > 7 Years Experience = 100%<br>5 < Years Experience ≤ 7 = 80%<br>3 < Years Experience ≤ 5 = 60%<br>1 < Years Experience ≤ 3 = 40%<br>Years Experience < 1 = 20%<br>No Response = 0%                                                                                                                                                                                                          | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates | 1  |   |  |
|                           | Boilermaker with a trade test certificate                                                                                                | > 7 Years Experience = 100%<br>5 < Years Experience ≤ 7 = 80%<br>3 < Years Experience ≤ 5 = 60%<br>1 < Years Experience ≤ 3 = 40%<br>Years Experience < 1 = 20%<br>No Response or no trade test certificate = 0%                                                                                                                                                                             | 1. Qualifications<br>2. CV's with traceable references<br>3. Certificates | 1  |   |  |
|                           | Organogram that is Project Specific                                                                                                      | All key people included with attached CV and qualification = 100%<br>Missing 1 key person = 80%<br>Missing 2 key people = 60%<br>Missing 3 key people = 40%<br>Missing 4 key people = 20%<br>Missing 5 key people or No response or Not project specific= 0%                                                                                                                                 | Project Specific Organogram                                               | 1  |   |  |
|                           | Sub-total                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                              |                                                                           | 17 | 0 |  |

|           |                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             |   |  |  |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---|--|--|
| Programme | Starting date and completion date are stated and the schedule does not exceed 14 months.                                                                                                                                                                              | Project duration is less than 13 months = 100%<br>13 ≤ Project duration < 14 = 80%<br>Project duration = 14 months = 60%<br>14 < Project duration ≤ 15 = 40%<br>Starting date and completion date exceeds 15 months = 20%<br>No response or Project duration is more than 15 months = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Programme accompanied by basis of schedule. | 1 |  |  |
|           | Detailed Level 4 Programme with basis of schedule on how durations were estimated. Major milestones are all shown and all project requirements, timing and deliverables will be met.                                                                                  | Exceeds expectations, showing important issues with a basis of schedule clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 100%<br>Meets expectations, showing important issues with a basis of schedule clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail = 80%<br>The requirements partially meet the stipulated criteria with a high-level basis of schedule showing how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met = 60%<br>Does not meet the requirements of the stipulated criteria with no basis of schedule on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities = 40%<br>Programme is not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project = 20%<br>No response or no basis of schedule = 0% |                                             | 2 |  |  |
|           | All activities as per level 4 detail to be logically tied using the critical path method (CPM) with CPM Column shown in the PDF Print out.                                                                                                                            | The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between and basis of schedule to substantiate the linking of activities = 100%<br>The schedule is complete and detailed (level 4) with all activities properly linked using CPM and no open ends in between = 80%<br>The schedule is complete and detailed (level 4) with major activities properly linked using CPM and no open ends in between = 60%<br>The schedule is partially complete and detailed (level 4) with major activities properly linked using CPM with no open ends in between = 40%<br>The schedule is partially complete and detailed (level 4 or level 3) with major activities properly linked using CPM with some open ends in between = 20%<br>No response or schedule does not link activities using CPM or submission is level 1 or level 2 = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             | 2 |  |  |
|           | All activity durations (durations column shown in programme) to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as nonworking periods. | All activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days with time risk allowances shown = 100%<br>All activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days = 80%<br>Major activities are broken down into days and weekends, public holidays and builders' breaks are marked as non-working days = 60%<br>Activities are broken down into days and weekends and public holidays are marked as non-working days = 40%<br>Activities are broken down into weeks and weekends and public holidays are marked as non-working days = 20%<br>No response or submitted schedule does not show the duration column = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             | 2 |  |  |

|       |                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                             |    |   |  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----|---|--|
|       | Program PDF submission compiled either MS project or Primavera with the accompanying basis of schedule.                                                                                                                                                                                                                          | Programme submitted was compiled in MS Project or Primavera with the predecessor, successor, resource loading and cost-loaded columns shown and the Basis of schedule submitted = 100%<br>Programme submitted was compiled in MS Project or Primavera with predecessor and successor columns shown and the Basis of schedule submitted= 80%<br>Programme submitted was compiled in MS Project or Primavera and the basis of schedule submitted = 60%<br>Programme submitted was compiled in MS Project or Primavera but no basis of schedule= 40%<br>Programme submitted compiled in MS Excel, not in MS Project nor Primavera no basis of schedule = 20%<br>No response = 0% |                                                                                                                                             | 3  |   |  |
|       | Sub-total                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                             | 10 | 0 |  |
| SHERQ | Documented Integrated SHERQ Policy and the Procedure Documents (i.e. Valid Letter of Good Standing, Signed SHE Policy, SHE Plan, SHE Risk Assessments, Environmental Management Plan).                                                                                                                                           | 5 of the 5 requested documents submitted, and documents submitted are project-specific = 100%<br>4 of the 5 requested documents submitted, and documents submitted are project-specific = 80%<br>3 of the 5 requested documents submitted, and documents submitted are project-specific = 60%<br>2 of the 5 requested documents submitted, and documents submitted are project-specific = 40%<br>1 of the 5 requested documents submitted, and documents submitted are project-specific = 20%<br>No Response - No Information provided = 0%                                                                                                                                   | 1. Valid Letter of Good Standing,<br>2. Signed SHE Policy,<br>3. SHE Plan,<br>4. SHE Risk Assessments,<br>5. Environmental Management Plan. | 5  |   |  |
|       | Sub-total                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                             | 5  | 0 |  |
|       | Bollard Pull ≥ 15 tonnes (see Clause 2.1.2.4 of the C3)                                                                                                                                                                                                                                                                          | Bollard pull ahead exceeding 15.5 tonnes = 100%<br>15 < Bollard pull ahead ≤ 15.5 tonnes = 80%<br>Bollard pull ahead of 15 tonnes = 60%<br>14.5 < Bollard pull ahead < 15 tonnes = 40%<br>14 ≤ Bollard pull ahead ≤ 14.5 tonnes = 20%<br>No response or Bollard pull ahead < 14 tonnes = 0%                                                                                                                                                                                                                                                                                                                                                                                   | 1. Clause by Clause Compliance to C3.<br>2. Completed Compliance Sheet                                                                      | 4  |   |  |
|       | Below the deck accommodation with two berths of 2.1 x 0.9 m with ceiling and walls completely lined (see Clause 9.5.1 of the C3)                                                                                                                                                                                                 | Below the deck accommodation with more than three berths of 2.1 x 0.9 m with ceiling and walls completely lined = 100%<br>Below the deck accommodation with three berths of 2.1 x 0.9 m with ceiling and walls completely lined = 80%<br>Below the deck accommodation with two berths of 2.1 x 0.9 m with ceiling and walls completely lined = 60%<br>Below the deck accommodation with two berths of 2.1 x 0.9 m without ceiling and walls completely lined = 40%<br>Below the deck accommodation with one berth smaller than 2.1 x 0.9 m without ceiling and walls completely lined = 20%<br>No response or No accommodation provided = 0%                                  |                                                                                                                                             | 1  |   |  |
|       | Compliance to noise levels in engine room (Maximum = 100 dB(A) measured at 80% power of main engine) (see clause 9.1.2.1 of the C3)                                                                                                                                                                                              | Below 95 dB(A) = 100%<br>95 < dB(A) ≤ 99 = 80%<br>100 dB(A) = 60%<br>101 < dB(A) ≤ 102 = 40%<br>102 < dB(A) ≤ 103 = 20%<br>more than 103 dB(A) = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                             | 1  |   |  |
|       | Critical spares shall be delivered with the vessel (See clause 1.12 of the C3);<br>• <input type="checkbox"/> X Propeller Shaft,<br>• <input type="checkbox"/> set of Propeller shaft bearings,<br>• <input type="checkbox"/> X Fixed-pitch propeller.<br>• <input type="checkbox"/> set of engine spares as recommended by OEM. | Two or more spares in addition to the Four above to be provided = 100%<br>One more spare in addition to the four above to be provided = 80%<br>All four as stated above to be provided = 60%<br>Only three of the above to be provided = 40%<br>Only two of the above to be provided = 20%<br>No response or less than two of the above is provided = 0% (0)                                                                                                                                                                                                                                                                                                                  |                                                                                                                                             | 1  |   |  |
|       |                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                             |    |   |  |

|                  |                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |    |   |  |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----|---|--|
| Method Statement | All Classification Society Spares are included as per clause 1.12 of the C3.                                                                   | More than 105% of the total number of Classification Society Spares included = 100%<br>105% of the total number of Classification Society Spares included = 80%<br>100% of the total number of Classification Society Spares included = 60%<br>95% of the total number of Classification Society Spares included = 40%<br>Less than 95% of the total number of Classification Society Spares included = 20%<br>No response or less than 90% of the total number of Classification Society Spares included = 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | 1  |   |  |
|                  | Method Statement includes all specifications as per the C3 - Goods Information and demonstrates a clear understanding of the Goods Information | The methodology approach deals with ALL critical characteristics of the project. Besides meeting the “80” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs = 100%<br>The methodology approach deals with most characteristics of the project. The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project = 80%<br>The methodology approach deals with most of the characteristics of the project. Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer’s requirements will be met = 60%<br>The methodology approach deals with only minimal characteristics of the project. The methodology/approach is generic and not tailored to address the specific project objectives and methodology = 40%<br>The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology = 20%<br>The tenderer has submitted no information or inadequate information | Project Specific Method Statement | 14 |   |  |
|                  | Sub total                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   | 22 | 0 |  |

## TECHNICAL EVALUATION

|                                                  |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |            |          |  |
|--------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------|----------|--|
| Quality Expectations                             | Project Specific Quality Plan (PSQP) for the project.        | PSQP covers all and above the project quality requirements of the project scope = 100%<br>PSQP shows above average understanding of the project quality requirements = 80%<br>PSQP shows adequate understanding of project quality requirements = 60%<br>PSQP is project specific but inadequate to cover project scope = 40%<br>PSQP is too general with not project specifics = 20%<br>No Response = 0%                                                                              | Project Specific Quality Plan         | 2          |          |  |
|                                                  | Project specific Quality Control Plan (QCP) (For each task). | QCP covers all and above the project quality requirements of the project scope = 100%<br>QCP shows above average understanding of the project quality requirements = 80%<br>QCP shows adequate understanding of project quality requirements = 60%<br>QCP is project specific but inadequate to cover project scope = 40%<br>QCPs are not project specific = 20%<br>No Response - No Information provided = 0%                                                                         | Project specific Quality Control Plan | 2          |          |  |
|                                                  | Project specific Quality data book index.                    | Quality Data book index covers all and above the project quality requirements of the project scope = 100%<br>Quality Data book index shows above average understanding of the project quality requirements = 80%<br>Quality Data book index shows adequate understanding of project quality requirements = 60%<br>Quality Data book index is project specific but inadequate to cover project scope = 40%<br>Quality Data book index is not project specific = 20%<br>No Response = 0% | Quality data book index.              | 1          |          |  |
|                                                  | <b>Sub total</b>                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       | <b>5</b>   | <b>0</b> |  |
| <b>TOTAL RATING</b>                              |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       | <b>100</b> | <b>0</b> |  |
| <b>Technical Qualification Threshold of 60%.</b> |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |            |          |  |



**SAFETY, HEALTH & ENVIRONMENT (SHE)**  
**SPECIFICATION**  
**FOR CONSTRUCTION ACTIVITIES AT**  
**PORT OF CAPE TOWN**

SHE DEPARTMENT

RISK BUILDING MANAGEMENT

DUNCAN ROAD

PORT OF CAPE TOWN

CAPE TOWN

8000



## SHE SPECIFICATION PORT OF CAPE TOWN

|                        |                                                                                     |
|------------------------|-------------------------------------------------------------------------------------|
| Document number        | TNPA-IMS-PCT-SHE-SCA-001                                                            |
| Business Name          | SHE DEPARTMENT                                                                      |
| Process/ Activity Name | SHE SPECIFICATION FOR<br>CONSTRUCTION ACTIVITIES AT PORT<br>OF CAPE TOWN            |
| Approved by            | SHE MANAGER: MOTLAGOMANG<br>CHOBOKOANE                                              |
| Approver Signature     |  |
| Version Number         | 4.0                                                                                 |
| Classification         | Unclassified                                                                        |
| Effective Date         | 14 FEBRUARY 2020                                                                    |
| Review Date            | 14 FEBRUARY 2023                                                                    |

TNPA-IMS-PCT-SHE-SCA-001

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## SUMMARY VERSION CONTROL

| VERSION NO. | NATURE OF AMENDMENT | PAGE NO. | DATE REVISED |
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## **1. INTRODUCTION AND BACKGROUND**

### **1.1. Background to the Health and Safety Specification**

- The Construction Regulations 2014 place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks before and during construction.

### **1.2. Purpose of the Health and Safety Specification**

- The purpose of this specification is to assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and with Construction Regulations 2014 in order to reduce incidents and injuries.
- The application of this Health and Safety specification shall
  - Ensure that health and safety requirements are incorporated into the contract, conditions of tender and pricing documents.
  - Establish a systematic approach in evaluating the bidding contractors, and
  - Act as the basis for the drafting of the construction phase health & safety plan and ensure that the contractor's performance is adequately monitored and managed for the duration of the contract.

These specifications in no way release Contractors from compliance with the relevant Legal requirements.

## **2. Scope**

- This Specification applies to all principal contractors, contractors and sub-contractors contracted directly or indirectly to do work on behalf of TNPA at the following stages of the projects; Pre tender stage; Contract award stage; Project execution and Project closes out and hand over.

## **3. Interpretations and Responsibilities**

### **3.1. Application**

- This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

### 3.2. Definitions

- The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations 2014 shall apply.

### 3.3. Responsibilities

#### 3.3.1. TNPA Department shall; SHEQ

- Ensure that the Transnet SHEQ Risk Management Policy Statement and Port of Cape Town, SHE Management Statement of Commitment is made available to all contractors performing work for TNPA in the Port.
- To ensure contractors submit the necessary documents to ensure compliance with the Occupational Health & Safety Act and other requirements.
- To provide an Induction regarding the Safety, Health, Environmental & Security rules of the Port of Cape Town.
- This induction will include but not limited to Port Rules, road traffic rules, security, fire protection, evacuation procedures, housekeeping, reporting of incidents and environmental requirements
- The contractor may opt to conduct his/her own induction upon approval from TNPA. The facilitator will need to attend the port induction to become a trainer.
- To ensure that approved Contractor Train-the-Trainer is issued with a letter of approval from TNPA.
- Ensure that TNPA SHE Induction requirements are incorporated onto the Contractor SHE induction.
- Ensure that approved Contractor Train-the-Trainer is audited for compliance purposes at least once during the duration of the contract or when required.
- Ensure the environment is not harmful to health or the well-being of people as well as promotion of environmental protection and conservation.



- Provide a safe and healthy work environment to employees, stakeholders, client and agent
- Conduct site inspections and audits to verify whether the project, contractor(s) are complying with TNPA safety rules and specifications.
- Communicate all the Port risks & hazards to the Contractor employees.
- To ensure that no access will be given to the Contractor who fails to comply with TNPA minimum SHE requirements.

**3.3.2. The TNPA Project or Engineering Manager shall:**

- Ensure statutory notifications are made to the appropriate government authorities by the Contractor.
- Ensure appointed designer comply with their responsibility to eliminate, mitigate and reduce risks during demolition, excavation, construction, commissioning and maintenance has made available all relevant information about the design of the relevant structure that may affect the pricing of the construction work.
- Ensure co-operation between the designers to identify anticipated dangers, hazards relating to the construction work are communicated in order to eliminate and mitigate risks. If designs are being altered, necessary relevant information should be available and shared on the safe execution of the work.
- Ensure that a SHE file is available for each Contractor and is handed over the SHEQ department for record purposes after the completion of the project.
- Ensure inspections are carried on the structure upon completion in order to render it safe for continued use and legislative inspections are carried at stipulated intervals that is once every six month for the first two years and thereafter yearly.
- All necessary records, surveys, reports are stored and made available to the inspector upon request.
- Ensure the project does not commence prior the approval of the submitted SHE plan by the SHEQ department.

### 3.3.3. Client/Contractor shall;

- Ensure that all activities are in-line with the Transnet SHEQ Risk Management Policy Statement and Port of Cape Town, SHE Statement of Commitment.
- Communicate the Policies to his/her employees and sub-contractors
- Conduct risk assessment before the commencement of the actual work in terms of the contract. Duly completed risk assessment must be signed by the relevant appointed Contractor representative(s).
- Ensure that all employees, contractors and visitors are provided SHE induction prior accessing the site.
- Communicate all identified risk and control measures to their employees.
- The Contractor/client shall report all the reportable incidents/accidents according to:
  - the OHS Act No. 85 of 1993 to the Department of Labour and/or
  - Merchant Shipping Act to SAMSA and/or
  - National Environmental Management Act, to DEA as stipulated within the respective Act(s).
- Develop safe work procedures for their employees specific to the nature of the work they contracted to undertake.
- Monitor and review a plan for risk and hazard identification.
- Ensure that the copy of risk assessment is always available on site on the file.
- **Ensure that a Certificate of Good Standing is issued by the Workman's Compensation Commissioner.**
- Appoint all Competent Persons in writing.
- Ensure that all employees under his control are medically declared fit to work, in particular for work being done in elevated positions, confined spaces etc.
- Make provision for health & safety budgets in its tender price as required by law.
- Provide specification to the contractor on measures to prevent exposures, injuries and harm to the environment.



- Carry out regular inspections to assess if they comply with SHE specification.
- Provide all employees with personal protective equipment-free of charge.
- Ensure that the required PPE or clothing is worn on site and appropriate signage is displayed.
- Ensure that all incidents (including near miss cases) are reported to the appropriate role players and relevant government Institutions.

#### **3.3.4. Other Joint Responsibilities:**

- The Client, Agent, Principle and contractors shall ensure that all cleaning activities do not contradict the company policies and other applicable procedures.
- The contractor shall provide and maintain systems of work, plant and machinery that is safe and without risks to health, environment, and safety of people within Transnet National Ports Authority.
- The Contractor will give access to TNPA for inspection of plant, machinery and equipment to ensure compliance.

Agent and contractors shall take steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, contractors, visitors and suppliers, before resorting to personal protective equipment.

#### **3.3.5. Other Requirements**

- The hazards identified by contractors and control measures should be communicated to the contractor's employees.
- A proof of communication of risk assessment should be kept in the contractors file as records.
- TNPA reserves the right to request this information from the contractor at any given time.
- In a situation where a risk assessment is not readily available or not communicated to contractor employees, the activity will be stopped until such time the contractor complies.

#### 4. Minimum Administrative Requirements

- The principal contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and accepted by TNPA, prior to mobilisation to the construction site for work under the Contract, to TNPA or TNPA nominated Representative, for acceptance.
- The Health and Safety Management Plan must comply with this Contract including Project Site Rules, and applicable law relating to Workplace Health and Safety and Environmental Health. Any proposed amendments or revisions to the Contractor's Safety Management Plan is submitted to TNPA for acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan.
- The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilisation and site set-up activities.
- **The Contractor's Health and Safety Management Plan must demonstrate Management's commitment to safety and must include, but not be limited to, the following minimum auditable elements:**

##### 4.1. Application for a work Permit (CR 3)

- TNPA who intends to carry out construction work must obtain a permit from the Provincial Director of the Department Of Labour prior to the commencement of Work. This will allow the Provincial Director to inspect certain health and safety documents and to satisfy himself the TNPA has taken the necessary precautions to ensure that the work, as far as reasonably practicable, can be carried out safely.
- This requirement is in addition to the previous notification of construction work required of a Contractor, in certain circumstances.
- A permit will only be required if the Work will:
  - ✚ Exceed 180 days;
  - ✚ Involve more than 1800 person days of Work;

- ✚ Include a contract for the work which work is of a value equal to or exceeding thirteen million rand or is for the Construction Industry Development Board grading level 6.
- A permit required for this nature of work will only be necessary to obtain 18 months after the commencement of these regulations (7 August 2015). The Provincial Director must issue a construction work permit in writing to perform construction work contemplated in sub regulation (1) within 30 days of receiving the construction work permit application and must assign a site specific number for each construction site.
- A site specific number contemplated in sub regulation (3) must be conspicuously displayed at the main entrance to the site for which that number is assigned.
- A construction work permit contemplated in this regulation may be granted only if -
- ✚ The fully completed documents contemplated in regulation 5(1)(a,) baseline risk assessment and (b) a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a); have been submitted; and
- ✚ proof in writing has been submitted - that the client complies with regulation 5(5) with regard to the registration and good standing of the Principal Contractor as contemplated in regulation 5(1)(j); and that regulation 5(1)(c), (d), (e), (f), (g) and (h) has been complied with.
- TNPA must ensure that the Principal Contractor keeps a copy of the construction work permit contemplated in sub regulation (1) in the occupational health and safety file for inspection by an inspector, the Client, the Client's authorised agent, or an employee.
- No construction work contemplated in sub regulation (1) may be commenced or carried out before the construction work permit and number contemplated in sub regulation (3) have been issued and assigned.
- A site specific number contemplated in sub regulation (3) is not transferrable.
- A permit of this nature will not have to be obtained if the work carried out is in relation to a single storey dwelling for a client who intends to reside in such dwelling

#### **4.1.1 Notification of Construction work (CR4)**

- The Contractor shall notify the Provincial Director of the Department of Labour in writing at least 7 days before construction work commences if he intends to carry out any construction work other than work contemplated in regulation 3(1) in a form similar to annexure 2 if the intended construction work will:-
  - a) Include excavation work
  - b) Include working at a height where there is risk of falling
  - c) Include the demolition of a structure, or
  - d) Include the use of explosives to perform construction work.
- A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2.
- **A copy of all notification must be forwarded to the Client on appointment.**

#### **4.1.2 Permit to work**

- The Contractor shall prior to commencing with any job on site ensure that they have obtained the necessary permit from TNPA representatives.
- Permits may possibly include the following;
  - Hot work
  - Isolation and lock-out
  - Confined spaces
  - Permit to work
  - Excavation

#### **4.2. OHS Act Legal Appointments.**

- Appointments are legal documents and shall be made in accordance to the provisions of relevant/applicable legislation. Legal appointments of competent persons are used to assist the Employer in executing his/her duties, and to ensure that all work is done safely and that proper supervision is performed at all times
- The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Regulations (85 of 1993)), prior to commencement of work. Proof of competency must be included. See Annexure B.
- All appointed persons shall be competent and be able to prove their competency (Training Certificates).

#### **4.3. Competency for Contractor's Appointed Competent Persons**

- Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations 2014. Proof of competence for the various appointments must be included.

#### **4.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993(COIDA)**

- The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.
- A letter of good standing is the registration certificate issued by the Workman's Compensation Fund or any other licensed insurer when the insured has complied with all the requirements of the insurer and the requirements of the act.

The certificate will reflect the -

- Name of the insured company
- Expiry date-the certificate must be valid during the contract period.
- The registration number.
- The certificate will be issued without any alterations.

**No contractor may do any work for TNPA without a valid letter of good standing.**

#### **4.5. Occupational Health and Safety Policy**

- The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

#### **4.6. Health and Safety Organogram**

- The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

#### **4.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard**

##### **Identification and Risk Assessment**

- The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.
- The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks

change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

- The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

#### **4.8. Health and Safety Representative(s)**

- The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health and safety meetings.

#### **4.9. Health and Safety Committees**

- The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health and Safety Representatives shall attend the monthly health and safety meetings. Sub-Contractors shall also have their own internal health and safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

#### **4.10. Health and Safety Training**

##### **4.10.1. Induction**

- The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

#### **4.10.2. Awareness**

- The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

#### **4.10.3. Competency**

- All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

#### **4.10.4. Rules of conduct.**

- Principal contractors, their sub-contractors and all employees under their control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

#### **YOU MAY NOT:**

- \* Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- \* Indulge in practical jokes, horseplay, fighting or gambling.
- \* Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- \* Bring onto site or have in your possession a firearm, lethal weapon.



- \* Assault, intimidate or abuse any other person.
- \* Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- \* Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- \* Enter any area where you have no business unless authorised to do so by the person in charge.
- \* Negligently, carelessly or wilfully cause damage to property of others.
- \* Refuse to give evidence or deliberately make false statements during investigations

#### **4.11. General Record Keeping**

- The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

##### **4.11.1. Inspection of equipment and tools.**

- The following items of equipment must be regularly inspected and maintained and appropriate records kept.
  - ✚ First Aid dressing registers.
  - ✚ Fire equipment
  - ✚ Lifting equipment
  - ✚ Lifting Gear
  - ✚ Portable electrical equipment
  - ✚ Stacking and storage inspections
  - ✚ Explosive power tools
  - ✚ Materials hoist (where applicable)
  - ✚ Pressure Vessels

- 🔧 Ladders
- 🔧 Excavations
- 🔧 Safety harnesses
- 🔧 Scaffold - static and mobile.
- 🔧 Pneumatic tools
- 🔧 Construction vehicles and mobile plant.
- 🔧 Health and Safety Representatives checklists.

#### **4.12. Health & Safety Audits, Monitoring and reporting**

- The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

#### **4.13. Emergency Procedures**

- The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:
  - a) List of key competent personnel;
  - b) Details of emergency services;
  - c) Actions or steps to be taken in the event of the specific types of emergencies;
  - d) Information on hazardous material/situations.

- Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

#### **4.14. First Aid Boxes and First Aid Equipment**

- The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site.
- The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times.
- All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.
- The first aider should ensure that the contents of the first aid box comply with the minimum legal requirement
- Trained first-aid personnel are available on site

#### **4.15. Accident / Incident Reporting and Investigation**

- Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith.
- All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly. **A 24 hour notification report must be submitted immediately before the end of the shift (see 24 Hour report template)**

#### 4.16. Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.











#### 4.17. Personal Protective Equipment (PPE) and Clothing

- The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- a) Lost or stolen;
- b) Worn out or damaged.

- The contractor shall ensure that all employees are provided with appropriate personal protective equipment suitable for the type of activities that the employees will perform.

These shall include but is not limited to;

-  Hand protection
-  Ear protection
-  Eye protection
-  Non-slippery safety shoes
-  Overalls
-  Reflective vests
-  Hard hats
-  Life jacket when working 5m from the quay side
-  Safety harnesses/safety Belts
-  Rain Suit
- The contractor shall further ensure that all PPE is worn during the carrying out of activities/ task at all times

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

#### **4.18. Occupational Health and Safety Signage**

- The Contractor shall provide adequate on-site OHS signage. Including but not limited to „no unauthorised entry, report to site office,“ site office, beware of overhead work, „hard hat area“. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- The contractors employees shall comply with all SHE signage posted at various locations of TNPA Port of Cape Town.
- The contractor shall after occupation of the construction site ensure that appropriate SHE signs are displayed on site.
- Compliance to the signs shall be monitored by the TNPA Audit team (Engineers/Technicians & SHE Officer for the project).

#### **4.19. Permits**

- Permits may include the following:
  - a) Use of Explosives and Blasting
  - b) Work for which a fall prevention plan is required
  - c) Use of cradles
  - d) Excavation
  - e) Construction work Permit (to be displayed on site)

#### **4.20. Contractors and their Sub-contractors**

- The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations 2014, and all other relevant legislation that may relate to the activities directly or indirectly.

#### **4.21. Incentives & Penalties**

- Penalties will be implemented for ongoing non-compliance to the provisions of the construction-phase health & safety plan as submitted by the Principal Contractor.

### **5. Physical Requirements**

#### **5.1. Demolition Work**

- Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations 2014.

#### **5.2. Excavations, Shoring, De watering or Drainage**

- The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.
- The Contractor shall make sure that:
  - a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
  - b) Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 metres or where conditions render this necessary at lesser depths. Undercutting is not allowed.
  - c) Safe work procedures have been communicated to the workers;
  - d) Excavated material shall be placed as far from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
  - e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
  - f) The requirements as per section 13 of the Construction Regulations are adhered to.

### **5.3. Edge Protection and Penetrations**

- The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

### **5.4. Explosives and Blasting**

- The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

### **5.5. Piling**

- The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

### **5.6. Stacking of Materials**

- The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

### **5.7. Speed Restrictions and Protection**

- The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

### **5.8. Hazardous Chemical Substances (HCS)**

- The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal

Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

#### **5.8.1 Handling and storage of HCS**

- The contractor shall before commencement of the contract provide TNPA Port of Cape Town with a complete list of solvents and or chemicals contractor/client intend to use at the various workplaces
- The contractor shall have a contingency plan in place that adequately addresses solvent and or chemical spillages at the various workplaces.
- The contractor shall ensure that its employees are informed of the hazards and risks associated with the use of the solvents and or chemicals, and records must be kept of such information session.
- The contractor shall provide each location with a file of all solvents and or chemicals to be used at that work place and one comprehensive file must be submitted to TNPA, SHE with all MSDS documents
- MSDS documents must comply with the criteria set out in the Hazardous Chemical Substances Regulations Section 9A.
- No bulk storage of chemicals and cleaning substances are allowed on TNPA premises (<20Liters per substance).
- All chemical containers shall be kept closed after use or when stored
- No illegal or banned substances are allowed on site



### 5.8.2 Labelling of Containers

- The contractor shall ensure that all containers containing solvents and or chemicals are clearly labelled and no decant takes places or allow its workers to decant solvents and or chemicals into unlabelled containers.

### 5.9. Asbestos

- The principal Contractor is responsible for ensuring that all work involving asbestos complies with the Asbestos Regulations. Any Contractor involved in asbestos work must obtain temporary registration as an asbestos contractor from the Dept of Labour. Written safe work procedures and the relevant risk assessments must govern all asbestos work. An asbestos contractor must provide exposed employees with the necessary training and information regarding asbestos, as well as the necessary personal protective equipment. Wetting down and low speed cutting techniques must be employed wherever possible to prevent airborne asbestos.
- **Should any asbestos work involving asbestos (e.g. lagging or insulation) which falls under the definition of Demolition work, defined under the Asbestos Regulation. An Approved Inspection Authority (AIA) must be utilised to carry out air monitoring plus a decontamination unit must also be provided.**

## 6. Plant and Machinery

### 6.1. Construction Plant

- “Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.
- The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations 2014. The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site.
- Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

- Proofs of medical test as required by the Construction regulations 2014 are available for inspection by the Client.
- **Vehicles shall not enter site with:**
  - ✘ Defective exhaust systems
  - ✘ Serious oil or fuel leaks
  - ✘ Unsafe bodywork or loads
  - ✘ Non-standard equipment fitted.
  - ✘ Improperly seated passengers
  - ✘ Any obvious mechanical defects.
- All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

## **6.2. Vessels under Pressure (VuP) and Gas Bottles**

- The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:
  - a) Providing competency and awareness training to the operators;
  - b) Providing PPE or clothing;
  - c) Inspect equipment regularly and keep records of inspections;
  - d) Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

## **6.3. Fire Precautions on construction sites (CR29)**

- A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that-
  - a) all appropriate measures are taken to avoid the risk of fire;

- b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
  - ✚ only suitably protected electrical installations and equipment, including portable lights, are used;
  - ✚ there are no flames or similar means of ignition;
  - ✚ there are conspicuous notices prohibiting smoking;
  - ✚ oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - ✚ adequate ventilation is provided;
- e) combustible materials do not accumulate on the construction site;
- f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the
- h) Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- i) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- j) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- k) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- l) the means of escape is kept clear at all times;
- m) there is an effective evacuation plan providing for all-
  - ✚ persons to be evacuated speedily without panic;
  - ✚ persons to be accounted for; and

- plant and processes to be shut down; and
- n) a siren is installed and sounded in the event of a fire.

#### **6.3.1 Fire Extinguishers and Fire Fighting Equipment**

- The Principal Contractor and relevant Sub Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

#### **6.4. Hired Plant and Machinery**

- The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations 2014 shall apply.
- The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant Sub Contractors must ensure the same.
- Under no circumstances shall the contractors or unauthorized employees be permitted to Transnet NPA cranes, hoist, lifts or any other equipment including vehicles and forklift trucks. If the use of any of the above equipment is required, application must be made to the person in charge, i.e. the Project Manager or OHS Manager.

##### **6.4.1 Equipment and machinery**

- All equipment and machinery shall be in good working order and compliant with legal requirements.

- Cleaning or repairing of equipment is not permitted in premises unless permission is granted.
- All lifting equipment is identified and load-tested
- Equipment and machinery ( band saw or band knives) must be effectively Safely guarded
- The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993

#### **6.5. Scaffolding / Working at Heights**

- Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations 2014 before this work is undertaken. The Client must approve the fall prevention plan before work may commence. Mechanical hoist to be used to carry material up the scaffold, depending on height.
- All scaffolding that are erected on site, shall comply with the provisions of relevant SANS codes and regulations.
- The scaffolding must be erected by competent personnel and such personnel shall be appointed in writing.
- In case of overhead work the area must be safely secured and identified with signs
- Scaffolding must be inspected by a competent person ( Scaffolding Inspector) and signed off for safe to use and the register must be kept on site
- All scaffoldings declared shall be tagged as safe or unsafe to use by a competent person
- Safety harnesses/ belts must be inspected/checked and are used as required by legislation

#### **6.6. Temporary work**

- The Principal Contractor shall ensure that the provisions of section 12 of the Construction Regulations 2014 are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that

all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed.

- Records of all inspections must be kept in a register on site.

#### **6.7. Lifting Machines and Tackle**

- The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22) and construction regulation 2014. There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:
  - a) All lifting machinery and tackle has a safe working load clearly indicated.
  - b) Regular inspection and servicing is carried out;
  - c) Records are kept of inspections and of service certificates;
  - d) There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operation
  - e) The tower crane bases have been approved by an engineer;
  - f) The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

#### **6.8. Ladders and Ladder Work**

- The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or

as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

#### **6.9. General Machinery**

- The Principal Contractor and relevant Sub Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

#### **6.10. Electrical Installation and Machinery (CR 24)**

- A Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that:-
  - a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
  - b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
  - c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
  - d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
  - e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

##### **6.10.1 Portable Electrical Tools and Explosive Actuated Fastening Devices**

- The Principal Contractor shall ensure that use and storage of all explosive actuated fastening devices and portable electrical tools are in compliance with relevant

legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

- The Principal Contractor shall consider the following:
  - a) A competent person undertakes routine inspections and records are kept;
  - b) Only authorised trained persons use the tools;
  - c) The safe working procedures apply;
  - d) Awareness training is carried out and compliance is enforced at all times; and
  - e) PPE and clothing is provided and maintained.
  - f) A register indicating the issue and return of all explosive round;
  - g) Ensure that the cartridges and explosive devices is lock up separately
  - h) Signs to be posted up in the areas where explosive actuated fastening devices are being used. **(WARNING - EXPLOSIVE ACTUATED FASTENING DEVICES).**

#### 6.10.2 High Voltage Electrical Equipment

- No high voltage electrical equipment is present on, under or above the construction area.

#### 6.11. Public and Site Visitor Health and Safety

- The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers.
- Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.



- Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these „induction“ must be kept on site in accordance with the Construction Regulations.

#### **6.12. Night Work**

- The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

#### **6.13 Transport of workers**

- The Principal Contractor and other Sub Contractors shall not:
  - a) Transport persons together with goods or tools unless there is an appropriate area or section to store them;
  - b) Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

### **7. Occupational Health and Hygiene.**

#### **7.1. Occupational Hygiene**

- Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure.

## 7.2 Occupational Health

### 7.2.1 Fitness for Duty

- The Contractor must ensure that personnel under its control and authority comply with the requirements of the Fitness for Duty and are bound by its Disciplinary Provisions, regarding the possible effects of:
  - ✚ General level of personal fitness and/or medical conditions
  - ✚ The consumption of alcohol
  - ✚ The use of other drugs (prescription, pharmaceutical or illicit)
  - ✚ Fatigue
  - ✚ Stress

### 7.3 Health Assessments and Health Monitoring

- The principal contractor must ensure that all his personnel are healthy and medically fit for their respective assignments and must certify the same to TNPA if so requested. The Principal Contractor is responsible for Pre-placement, Exit Medicals and On-going Health Assessments.
- **The Contractor must ensure that Operators of mobile equipment undergo “fit for work”** medical examination every 1 year and Crane Operators engaged in lifting man boxes every 5 years. This medical is to certify that the Medical Practitioner has examined the Operator and formed the opinion that the Operator is free from deafness, defective vision, epilepsy, heart disease, and any other infirmity likely to cause the Operator to lose control of the machine being operated.
- The Contractor is responsible for the medical welfare of its own employees, servants or agents and their families.

### **7.3. Welfare Facilities**

- The Principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

### **7.4. Alcohol and other Drugs**

- No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith.
- Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

### **7.5. Periodic Medical**

- All employees of contractors working within TNPA, Port of Cape Town shall undergo annual medical surveillance which will include:
  - Hearing Tests
  - Audio Tests and /or
  - Other legislative required tests

- The contractor shall confirm in writing to TNPA, SHEQ Department that the intended employees to work at TNPA, Cape Town sites have been declared medically fit.

## 8. Section 37 Agreements

- This document is a legal agreement in terms of section 37(2) of the OHS Act 85 of 1993. The agreement is between the clients (TNPA) and the Contractor.
- The agreement will confirm that the appointed person of any company will remain responsible and accountable for his own employees, including any labour hire employees.
- Have the agreement form completed and signed by the Chief Executive Officer or Managing Director of your company as soon as possible and return it to the relevant project manager for his signature.
- The relevant **TNPA Project Manager** will sign the agreement on behalf of the client.

## 9. SHE Inspections

- TNPA SHEQ department will conduct SHE inspections at a frequency determined by themselves based on the level of risk of the project.
- The Contractor is always expected to be compliant at all time within the workplaces where the contractor delivers a service to TNPA Port of Cape Town.
- Construction Projects will be classified into High/Medium/Low risk with the frequency of inspections being higher depending on the level of risk.

## 10. SHE Communication & Awareness

- The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. The Contractor is responsible for maintaining a complaints register in which all

complaints are recorded, as well as action taken. This register shall be available to TNPA on request. Monthly news flashes are communicated by e-mail and SHE notice boards.

- The contractor's employees will refer to the SHE notice boards in their areas of work for SHE communication.
- Monthly news flashes are communicated by e-mail and SHE notice boards.

## **11. Incident and Accident Reporting/ Investigation**

- The contractor shall ensure that its employees report all incidents and accidents to TNPA, SHEQ Department immediately or before the end of their shift.
- It is the responsibility of the Contractor to report the reportable incident/Accident according to the relevant legislation (OHS Act 85 of 1993, NEMA Act 107 of 1998, Merchant Shipping Act) to the Department of Labour as stipulated within the Act
- The contractor or a duly authorized representative shall form part of the investigation process
- The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

## **12. Insurance**

- The contractor shall effect at his own cost any insurance which he deem necessary in his own interest to cover lose and/or damage to the property of Transnet National Port Authority or a third party. At the time of award of the contract, the contractor shall submit to the Project Engineer copies of the policy or policies of insurance and the receipts for payment of the current premiums. These insurances shall be maintained in force for the duration of the contract and shall be affected with insurers and on terms approved by Transnet National Port Authority.
- The Contractor will be required to certify that he does carry the following insurance cover for the full duration of the Contract:
- Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his obligations in terms of the contract.

- Public liability - the contractor shall take out a public liability insurance policy in an amount of R1 000 000, 00 (One Million Rand) per occurrence on terms approved by Transnet NPA.

### 13. Security

- The Contractor shall adhere to the Port security measures as enforced by TNPA Port of Cape Town. The contractor is responsible for the safeguarding of his/her own equipment and material while on site and/or working in the Port.
  - ✚ Ensure that the contractor/ client has been screened and has a security clearance
  - ✚ Ensure has signed the confidentiality agreement
  - ✚ Ensure that all the employees on his/her site adhered to security rules and Visitors card are worn at all times.

### 14. Environmental Requirements

- The contractor must carry-out an Environmental risk assessment that will identify all environmental risks. All employees must be familiar with environmental risks, their impact and preventative measures. The contractor must have an environmental management plan (EMP) or Environmental Control Plan (ECP) at all times on site. The contractor/ client must comply with all applicable environmental legislation at all time in the site.

#### 14.1. Integrated Waste Management

- An **Integrated Waste Management Method Statement** must be submitted to the TNPA for written approval.
- WASTE LEGISLATION
- **Definition of Waste:**
- 'waste' means—

- (a) any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes as defined in Schedule 3 to this Act; or
- (b) any other substance, material or object that is not included in Schedule 3 that may be defined as a waste by the Minister by notice in the Gazette,
- but any waste or portion of waste referred to in paragraphs (a) and (b) ceases to be a waste—
  - (i) once an application for its re-use, recycling or recovery has been approved or, after such approval, once it is, or has been, re-used, recycled or recovered;
  - (ii) where approval is not required, once a waste is, or has been, re-used, recycled or recovered;
  - (iii) where the Minister has, in terms of section 74, exempted a waste or portion of waste generated by a particular process from the definition of waste; or
  - (iv) where the Minister has, in a prescribed manner, excluded a waste stream or any portion of a waste stream from the definition of waste.
- Interpretation:
  - Waste falls under any one or more of the following categories:
    - (a) any substance, material or object that is unwanted, rejected, abandoned, discarded or disposed of by the holder of that substance, material or object; or
    - (b) any substance, material or object that is intended or required to be discarded or disposed of by the holder of that substance, material or object; or
    - (c) wastes defined as waste by the Minister by notice in the Gazette
  - Schedule 3 wastes are regarded as wastes and already included in the abovementioned two categories (a) and (b) above.
  - The definition makes provision that waste can be either exempted or excluded from the definition of waste. The procedure for exemption is set out in sections 74-77 of the Waste Act. The procedure for the exclusion from the definition of waste must be prescribed by regulation. The Department is in the process of drafting the regulations. Until such time

that the regulations are published for implementation, the Department provides Industry with the attached application form that should be utilised until such time that the regulations are in place.

- The Contractor shall institute on-site waste management general duties 16 (1e-f) Holder of waste must' within the holder's power' take all reasonable measures:-
  - Disposed responsible manner:
  - Not endanger health/environment/cause nuisance-noise, odour or visual impact
  - Prevent any employee/any person under supervision from contravening this Act
  - Prevent the waste used for unauthorised purpose
  - Contravenes or fails to comply – liable with a fine not exceeding R10M
- The waste management program will address, but is not limited to, the following:
- An inventory of expected wastes and their categories;
- Categories of waste;
- Plan of dealing with waste;
- Compliance with local authority requirements;
- Auditing and monitoring;
- Methods for dealing with spillages and clean up.
- All waste shall be collected and contained immediately. Contractor shall institute a clean-up of the site if so instructed by the TNPA SHEQ Officials. This clean up shall be for the contractor's account.
- Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is recommended. The bins shall be provided with lids and an external, secure closing mechanism to prevent their contents blowing out. Contractor shall ensure that all waste is deposited by his/her employees in the waste bins for removal by the local authority. Bins shall not be used for any purposes other than



waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites and disposal certificate must be produced.

#### 14.2. Dust / Smoke Control

- A **Dust Control Method Statement** must be submitted to the SHEQ Manager for written approval, where applicable.
- The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the TNPA SHEQ Manager/Construction/Projects Safety Officer **48 hours in advance** of anticipated “unavoidable” dust/smoke-generating activities.
- No vehicles are allowed to leave the Port covered with dust/mud/sand; vehicles must at all times be kept clean.
- Special precautions should be taken to minimise the generation of dust in the vicinity of the following sensitive areas:
  - ✚ Administration office blocks
  - ✚ Residential areas
  - ✚ Other ( as specified by TNPA )

#### 14.3. Noise Control

- The Contractor shall take precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.
- The Contractor shall comply with the applicable Bylaw Regulations with regards to noise, to be included into their detailed method statements.

#### 14.4. Transportation

- Transportation of passengers in the load box of a bakkie will not be permitted in the Port.
- No transportation of passengers and material/equipment on the same load box will be allowed on site and in the Port.

- No hanging over the back of a bakkie or truck by people will be allowed within the Port of Cape Town. Bakkie(s) with an appropriate canopy and appropriate seating should be used for the transportation of people in the Port and on site.
- Speed limit within the Port is strictly 60 km/h unless otherwise indicated and no speeding will be tolerated.

## **15. General Site Procedure**

### **15.1 Site establishment**

- The Contractor is advised that certain areas within the port have been identified as being Environmentally Sensitive Areas. The contractor shall ensure that the construction activity has been carried out in a manner which the environment is been protected.
- In order to minimize adverse impacts to the sensitive area during construction activities the, sensitive area shall not be entered or used for any purpose unless a written motivation has been submitted to the SHEQ Manager by the Responsible Person, and a written approval has been received from the SHEQ Manager.
- The Contractor shall prevent physical disturbance or pollution of these areas. The SHEQ Manager may impose conditions on operations in or near sensitive area including instructing the Responsible Person to restrict the number of construction personnel and equipment operating near sensitive area in the port.

### **15.2. Site Camp**

- Prior to establishment TNPA shall approve the location and size of the Contractor's Camp.
- It is also the responsibility of the contractor to ensure that the Contractor's Camp is neat and tidy and labourer's facilities are of acceptable standards.
- Proper housekeeping should be maintained at all times by the Contractor as it will also from the basis of the routine TNPA inspections.

### **15.3. Demarcation of the site**

- It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment and the surroundings landowners.
- Contractor shall demarcate the boundaries of the site in order to restrict construction activities to the site.
- The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TNPA prior to any work being undertaken.
- The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TNPA.

### **15.4. Handling of waste in site camp**

- Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:
  - Hazardous waste (including old oil, diesel, petrol tins, paint, bitumen, etc.)
  - Recyclable waste (paper, tins, glass etc )
  - General waste
  - Reusable construction material
- Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable, well-managed conservancy tank. The design specifications for conservancy tanks shall be submitted to the TNPA for approval. Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. Contractor shall employ a suitably qualified sub-contractor or the local authority to empty the conservancy tank.
- Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.

- Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s) for the duration not exceeding the required time of the Waste legislation, and shall be clearly marked. If deemed necessary by the TNPA, the Contractor shall obtain the advice of a specialist waste expert with regard to the storage of hazardous waste. Such waste shall be disposed off site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Responsible Person (Holder of Waste) must maintain records proving the correct disposal of hazardous waste.
- The TNPA shall be consulted about, and agree to, the method of storage and disposal of hazardous waste prior to the submission of a method statement.

#### **15.5. Servicing / Refuelling of Construction Equipment**

- Servicing and fuelling should preferably occur off site at designated Fuel Service Stations.
- However if these activities occur on site, the contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the TNPA. All waste generated by these activities shall be managed. The waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed at the Contractor's cost.
- Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the TNPA. The contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the contractor shall ensure that he/she has appropriate absorbent materials (or equivalent) and/or preferably drip trays available to collect any oil, fluid, etc.

#### **15.6. Fuels and Chemicals**

- Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.
- Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing and before long weekends and holidays.
- Used oil shall be stored at a central location on site prior to removal off site. Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.
- Should the TNPA SHEQ Manager and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the contractor's account. The TNPA SHEQ Manager and relevant authorities, if appropriate shall approve remedial action.

#### **15.7. Tanker Terminal**

- The contractor should comply with all applicable legislation, procedures and good practise of the tanker terminal. The contractor shall adhere to all the rules of this tanker terminal. These rules includes but not limited to the following:
- Cameras equipment that contains batteries may produce incentive spark from the flash or the operation of electrically-powered items aperture control and films winding mechanism. Therefore this equipment should not be used in hazardous areas, unless it is certified as being suitable for use in the hazardous area.
- Communication equipment can be used unless it is certified intrinsically safe or other approved design.
- All communication equipment such as telephone, talk back system, signal lamps, search lights loud hailer, cellular phoned, cigarette lighters , closed circuit television and

electrical control for ship whistling should neither be used nor connected or disconnected when the area in which they are positioned come within the boundary of shore hazardous zone

- No open flame as well as smoking is allowed in the Class 1 zone.

## 16. Site Rehabilitation

- Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into the open space or buffer zones (e.g. pipeline routes, road fringes and roads).
- All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site without the written approval of the TNPA. No dumping of many materials or aggregate without written approval from the SHEQ Manager.

## 17. Management and Monitoring

- This section focuses on the systems and procedures required to ensure that the SHE Specification are effectively implemented. The emphasis is on monitoring, training and penalties/incentives aimed at ensuring compliance to the SHE Specification, Method Statements and SHE Legal requirements. Suitable documentation and external checks are crucial to ensure compliance and methods to achieve this are also presented in this section.

## 18. General Inspection Monitoring and Reporting

- TNPA shall:
  - ✚ Conduct SHE inspections at a frequency determined by the level of risk of the project.

- ✚ The Contractor is always expected to be legally compliant at all time within the workplaces where the contractor delivers a service to TNPA Port of Cape Town.
- ✚ Construction Projects will be classified into High/Medium/Low risk with the frequency of inspections being higher depending on the level of risk.
- ✚ Provide the contractor with a monthly written report, detailing compliance and non-compliance with the SHE Specification, Method Statements and applicable SHE Legislation, as well as SHE performance. This SHE Performance and Compliance Report will be available to the Authorities, if it required by a RoD or Environmental Authorisation.
- ✚ Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc) as well as corrective and preventive actions taken, for submission to the SHEQ Manager at the scheduled monthly report back meetings.
- ✚ If any major non-conformance and/or incident occur, TNPA reserves the right to stop work on site until the incident/non-conformance has been cleared or remedied to the satisfaction of TNPA. All costs incurred will be for the contractor's account including stoppage time, or time lost.
- ✚ Conduct regular internal audits to ensure that the system for implementation of the SHE Specification, Method Statements and Risk Assessment are operating effectively. The audit shall check that a procedure is in place to ensure that:
  - ✚ the method statements, SHE Specification and Risk Assessment being used are the current versions;
  - ✚ variations to the Risk Assessment/Method Statements and non-compliances and corrective actions are documented; appropriate SHE training of personnel is undertaken;
- Emergency procedures are in place and effectively communicated to personnel.

## 19 Licensing and Permits

- Any activity that requires a licence, permit of authorisation from the Port Authority or any Government Authority that is prescribed by legislative requirements must be obtained before the undertaking of the work. The contractor shall strictly comply with conditions and requirements pertaining to the issue of such permits. The contractor shall ensure compliance to these licences, permits or authorisations at all times. These include, but are not limited to the following;
  - ✚ Hot work permit
  - ✚ Cold work permit
  - ✚ Working in confined spaces,
  - ✚ Lock out certificate (in particular when doing electrical work)
  - ✚ Working at height (above 3 meters)
  - ✚ EIA-Record of Decision/Environmental Authorisation(usually conducted independently and provided by TNPA)
  - ✚ Gas free certificates
  - ✚ Isolation permits
  - ✚ Diving permits
  - ✚ Working with spark ( Tanker terminal)
  - ✚ Heavy lifts
  - ✚ Work on electrical equipment
- The permit is essentially a document which describes the work to be done and the precaution to be followed while doing the work; it sets out all necessary safety procedures and the equipment. The permit should clearly specify the particular item of equipment or area involved the extent of work permitted, what condition are to be observed and time and duration of validity. The number of permit required will vary with the complexity of planned activity.



## Dredging

Dredging around the South African ports is necessary to create and maintain shipping channels, adequate berths and safety within the harbour, in order to facilitate trade and minimise risk for the organisation. Dredging is essential to maintain navigation in ports, harbours, marinas and inland waterways; for the development of port facilities; for flood mitigation; and for removal of sediments from structures, basins and water intakes.

Dredging is the excavation, lifting and transport of underwater sediments and soils for the construction and maintenance of ports and waterways. Dredging is essential for the following reasons:

For navigation in ports, harbours, marinas and inland waterways,

For the development of port facilities; for flood mitigation;

For removal of sediments from structures, basins and water intakes.

The Port of Cape Town conducts two types of dredging i.e. capital and maintenance dredging.

**Capital dredging** is necessary to create port, Harbour, and navigable waterways. This type of dredging is undertaken as part of development of new berths and deepening of existing berths.

**Maintenance dredging** is to maintain adequate water depths for safe navigation by periodic removal of sediment accumulated within shipping channels through natural and human induced sedimentation.

The dredging can also occur for other purposes, such as environmental remediation of contaminated sediments.

Dredging and dredged material disposal inherently involves disturbance of existing substrates which may result in physical and ecological impacts on the environment. Hence, this environmental management plan (EMP) is in place to limit and minimise the potential environmental impacts associated to dredging, as well as the associated financial and reputational implications for the organisation. This EMP identifies the main potential impacts from such an activity and provides guidance regarding the implementation of adequate measures to limit and minimise those impacts.

Transnet National Ports Authority (TNPA), Port of Cape Town through its Safety, Health and Environment Integrated Management System Policy, is committed to ensuring that all TNPA, Port of Cape Town activities comply with all applicable environmental legislation and to minimize negative impact of port activities on the environment.

Transnet National Ports Authority, Port of Cape Town is committed in ensuring that dredging activities within the Port are undertaken in an environmentally acceptable manner and in compliance with the applicable environmental legislation.

## ANNEXURE A

### PRE CONSTRUCTION HEALTH AND SAFETY SUBMISSIONS

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase Health and Safety plan where applicable.

| Requirement                                                                        | OHS Act Requirement                                                    | Submission Date                                            |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------|
| Notification of Intention to Commence Construction / Building Work                 | Construction Regulation                                                | Before commencement on site                                |
| Assignment of Responsible Person to manage Construction Work                       | All relevant appointments, as per OHS Act and Construction Regulations | Before commencement on site                                |
| Competence of Responsible Persons                                                  | Client Requirement & OHS Act                                           | Together with H&S plan                                     |
| Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993         | COIDA Requirement                                                      | Together with H&S plan                                     |
| Occupational Health and Safety Policy                                              | OSHACT                                                                 | Together with H&S plan                                     |
| Health and Safety Organogram                                                       | Client requirements                                                    | Together with H&S plan                                     |
| Initial Hazard Identification and Risk Assessment based on the Client's assessment | Construction regulation                                                | Together with H&S plan                                     |
| Health and Safety Representative                                                   | OSHACT                                                                 | Submit as soon as there are more than 20 employees on site |

## **ANNEXURE B**

### **PRINCIPAL CONTRACTOR: PRE-CONSTRUCTION HEALTH AND SAFETY APPOINTMENTS**

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

| Appointments                       | OHS Reference   | Requirement                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CEO Assignee                       | Section 16(2)   | A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person                                                                                                                                                                                                                                                                                                              |
| Construction Manager               | CR 8 (1)        | A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties                                                                                                                                                                                                                                                    |
| Assistant construction manager     | CR 8 (2)        | A competent person to assist with daily supervision of construction / building work. The person assists the Construction Manager.                                                                                                                                                                                                                                                                                       |
| Health and safety officer          | CR 8(5)         | Register with statutory body approved by Chief inspector and have the necessary competencies and resources to assist the contractor                                                                                                                                                                                                                                                                                     |
| Construction supervisor            | CR 8 (7)        | A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties                                                                                                                                                                                                                                                    |
| Assistance Construction supervisor | CR 8 (7)        | Same duties as above                                                                                                                                                                                                                                                                                                                                                                                                    |
| Contractor                         | CR 7 (1)(c )(v) |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Temporary works designer           | CR 12 (1)       |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Competent Person- Risk Assessment  | CR 9(1)         | A competent person, as defined in regulation 1, who has in respect of the work or task to be performed the required knowledge, training and experience and where applicable qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the national qualification framework act 2000 (act no.67 of 2000 (competent person) |
| Fall Protection Plan               | CR 10 (1)(a)    | Competent person                                                                                                                                                                                                                                                                                                                                                                                                        |
| Excavation work supervisor         | CR 13 (1)(a)    | Competent person                                                                                                                                                                                                                                                                                                                                                                                                        |
| Demolition work Supervisor         | CR 14 (1)       | Competent person                                                                                                                                                                                                                                                                                                                                                                                                        |
| Scaffolding work supervisor        | CR 16 (1)       | Competent person                                                                                                                                                                                                                                                                                                                                                                                                        |

## ANNEXURE D

### **CONTRACTOR MANAGEMENT CHECKLIST**

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner

| What                                                       | When                                             | Output                                                                                                                                                                                                                                 | Accepted by Client & date |
|------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Induction training                                         | Every worker before he/she starts work.          | Attendance registers                                                                                                                                                                                                                   |                           |
| Awareness Training (Tool Box Talks)                        | daily                                            | Attendance registers                                                                                                                                                                                                                   |                           |
| Health and Safety Reports                                  | Monthly                                          | <b>Report Covering :</b> <ol style="list-style-type: none"> <li>1. Incidents/accidents and investigations</li> <li>2. Non conformances by employees and contractors</li> <li>3. Internal and external H&amp;S audit reports</li> </ol> |                           |
| Emergency procedures                                       | Ongoing evaluation of procedures                 | Table procedures in writing as well as tel. numbers                                                                                                                                                                                    |                           |
| Risk assessment                                            | Updated and signed off at least monthly          | Documented risk assessment                                                                                                                                                                                                             |                           |
| Safe work procedures                                       | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) updated and signed off.                                                                                                                                                     |                           |
| General inspections                                        | Weekly & daily                                   | <b>Report OHS Act compliance :</b> <ol style="list-style-type: none"> <li>1. Scaffolding</li> <li>2. Excavations</li> <li>3. Formwork &amp; support work</li> <li>4. Explosive tools</li> </ol>                                        |                           |
| General inspections                                        | Monthly                                          | <ol style="list-style-type: none"> <li>1. Fire-fighting equipment</li> <li>2. Portable electrical equipment</li> <li>3. Ladders</li> <li>4. Lifting equipment /slings</li> </ol>                                                       |                           |
| List of Contractors                                        | List to be updated weekly                        | Table list, number of workers and Company tel. numbers                                                                                                                                                                                 |                           |
| Workman's Compensation                                     | Ongoing                                          | <b>Table a list of Contractor's workman's compensation proof of good standing</b>                                                                                                                                                      |                           |
| Construction site rules & Section 37.2 Mandatory Agreement | Ongoing                                          | Table a report of all signed up Mandatories.                                                                                                                                                                                           |                           |

**ANNEXURE E**

**APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK**

[In terms of Regulation 3(2) of Construction Regulations, 2014]

**The application must be submitted with the following documents:**

1. Health and Safety specification
2. Health and Safety Plan
3. Baseline risk assessment

**1. Name , postal address and telephone numbers of the client:**

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**2. Details of the Agent.**

- a. Title, Surname and Initials \_\_\_\_\_
- b. Identity number /Passport Number \_\_\_\_\_
- c. Registration number with SACPCMP \_\_\_\_\_
- d. Office Tel. number and /or Mobile number \_\_\_\_\_
- e. Postal address \_\_\_\_\_  
\_\_\_\_\_

**3. Name, postal address and telephone numbers of the appointed principal contractor.**

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**4. Name ,Postal address and telephone numbers of designer of the project:**

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**5. Name ,Postal address and telephone numbers of the following persons:**

- a. Construction Manager:

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- b. Construction Health and Safety Manager:

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c. Construction Health and Safety Officer:

6. Exact physical address of the construction and site office:

7. Nature of Construction work:

8. Expected Commencement date:

9. Expected Completion date:

10. Estimated maximum number of persons on the construction site

11. Planned number of contractors on site accountable to principal contractor

12. Name(s) of Contractors appointed:

13. \_\_\_\_\_  
**Signature of Client/Client's Agent**

14. \_\_\_\_\_  
**Signature of the Principal Contractor**

**FOR OFFICE ONLY**



|                                  |               |                         |
|----------------------------------|---------------|-------------------------|
| Authorization<br><br>/Unique No. | Labour Centre | Official Approval Stamp |
|----------------------------------|---------------|-------------------------|

15. Date of application: \_\_\_\_\_

16. Submitted documents prescribed in Construction Regulation 5(4) (please Tick ✓):

|            |  |            |  |                |  |
|------------|--|------------|--|----------------|--|
| CR 5(1)(a) |  | CR 5(1)(b) |  | CR 5(1); (C-S) |  |
|------------|--|------------|--|----------------|--|

|                                                 |          |  |          |  |
|-------------------------------------------------|----------|--|----------|--|
| 17. Results of the application (please Tick ✓): | Approved |  | Declined |  |
|-------------------------------------------------|----------|--|----------|--|

18. Reason for declining the application :

---



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19. \_\_\_\_\_

Signature of the Supervisor

20. \_\_\_\_\_

Signature of revoking Officer /Inspector



**ANNEXURE F**

**NOTIFICATION OF CONSTRUCTION WORK**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**(Regulation 4 of the Construction Regulations, 2014)**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel.no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3. (a) Name and postal address of client:

\_\_\_\_\_

(b)Name and tel.no of client's contact person or agent:

\_\_\_\_\_

4. (a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b)Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's supervisor on the site appointed in terms of regulation 8(1).

\_\_\_\_\_

6. Name/s of principal contractor's sub-ordinate supervisor on site appointed in terms of regulation 8(2).

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

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9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site.

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal contractor: \_\_\_\_\_

13. Name (s) of contractors already selected.

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\_\_\_\_\_  
 Principal Contractor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Client's Agent (where applicable)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Client

\_\_\_\_\_  
 Date

**THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT  
 OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON S**

## ANNEXURE G

### **CONTRACTORS CHECKLIST** **SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS**

| CONTRACTOR                                                                                                                                                                                                                                             | YES | NO | COMMENTS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------|
| 1. <b>Site Specific Organogram of reporting structure.</b><br>This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)                                                     |     |    |          |
| 2. <b>Contractor scope of work information</b> (Company Profile)                                                                                                                                                                                       |     |    |          |
| 3. <b>Notification of Construction Work to the Department of Labour:</b> Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, Must carry the stamp of acceptance from the Department of Labour |     |    |          |
| 4. <b>APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK</b>                                                                                                                                                                                             |     |    |          |
| 5. <b>Valid Letter of Good Standing with FEM/WCA:</b><br>And proof of relevant insurances to carry out work.                                                                                                                                           |     |    |          |
|                                                                                                                                                                                                                                                        |     |    |          |
| <b>MANAGEMENT PLANS</b>                                                                                                                                                                                                                                |     |    |          |
| 6. <b>Copy of reference documents:</b><br>Health, Safety and Environmental Specification<br>Including a signed register of communication to Managers, Supervisors & Safety Officers                                                                    |     |    |          |
| 7. Contractor Health & Safety Plan correlating with TNPA Health and Safety Specification                                                                                                                                                               |     |    |          |
| 8. Contractors Health and Safety Policy                                                                                                                                                                                                                |     |    |          |
| 9. Contractors Incident Management Plan                                                                                                                                                                                                                |     |    |          |
| 10. Site Specific Emergency Plan                                                                                                                                                                                                                       |     |    |          |
| 11. Contractors Traffic Management Plan (if applicable)                                                                                                                                                                                                |     |    |          |
| 12. Contractor Environmental Management Plan correlating with TNPA Environmental Plan                                                                                                                                                                  |     |    |          |
| 13. Procedure for handling Hazardous Chemical Substances and Applicable MSDS.                                                                                                                                                                          |     |    |          |
|                                                                                                                                                                                                                                                        |     |    |          |
| <b>APPOINTMENTS</b>                                                                                                                                                                                                                                    |     |    |          |
| 14. <b>Fully completed Appointments of the following but not limited to:</b>                                                                                                                                                                           |     |    |          |
| • Sec. 16(2) – Delegated Authority (Assistant to the CEO)                                                                                                                                                                                              |     |    |          |
| • CR 8(7) – Construction Supervisor                                                                                                                                                                                                                    |     |    |          |



|                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| • CR 8(8) – Assistant Construction Supervisor                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| • CR 8(5) – Construction Safety Officer                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • CR 9(1) – Risk assessor                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| • CR 10. (1)(a) – Fall Prevention Coordinator (if applicable)                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| • CR 23.(d)(k) – Vehicle operator and Inspector                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| • GSR 3.4 – First aider                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • CR 29 (h) – Fire Fighter                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| • Sec 24, GAR 9(2) – Incident Investigator                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| • CR 13(1)(a) – Excavation Supervisor                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| • CR 28(a) – Stacking and Storage Supervisor                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| • CR 12(1) – Temporary works designer                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| • CR 14(1) – Demolition work supervisor                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • CR 16(1) – Scaffolding work supervisor                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| • CR 17 (1) – Suspended platform work supervisor                                                                                                                                                                                                                                                                                                                                                           |  |  |  |
| • CR 18(1)(a) – Rope access supervisor                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| • CR 19(8)(a) – Material host Inspector                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • CR 20(1) – Bulk mixing plant supervisor                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| • CR 21(2) – Explosive actuated fastening devices inspector                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| • Sec 17(1) – SHE Rep (more than 20 employees)                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| • GSR 13(a) – Ladder Inspector                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| <b>An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates for safety training courses will also be attached as required in specifications</b>                                                                                                                                                                                                      |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| <b>15.</b> Proof of firefighting training CR 29(h) & list of firefighting team members.                                                                                                                                                                                                                                                                                                                    |  |  |  |
| <b>16.</b> Elevated work training (Rescue/ Safety harnesses) – accredited Training <i>(If applicable)</i>                                                                                                                                                                                                                                                                                                  |  |  |  |
| <b>17.</b> Fall Protection Plan by competent person / Rescue equipment <i>(If applicable)</i>                                                                                                                                                                                                                                                                                                              |  |  |  |
| <b>18.</b> Baseline Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.                                                                                                                                                                                                                                                                |  |  |  |
| <b>19.</b> (HIRA) Risk Assessment (Method Statement, Safe Work Procedure) to be generated for each specific task to be performed on the project i.e.: Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at |  |  |  |

|                                                                                                                                                                                                                                                                       |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| the time.                                                                                                                                                                                                                                                             |  |  |  |
| 20. PPE Policy and most recent issue register.                                                                                                                                                                                                                        |  |  |  |
| <b>INDUCTION</b>                                                                                                                                                                                                                                                      |  |  |  |
| 21. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:                                                                                                                              |  |  |  |
| • Employee scope of work;                                                                                                                                                                                                                                             |  |  |  |
| • Proof of site specific induction;                                                                                                                                                                                                                                   |  |  |  |
| • Copy of ID Document;                                                                                                                                                                                                                                                |  |  |  |
| • Legal Letter of Appointment;                                                                                                                                                                                                                                        |  |  |  |
| • Abbreviated CV for Managers, Supervisors & Safety Officers (If not previously included);                                                                                                                                                                            |  |  |  |
| • Proof of competence i.e.: Artisans, drivers, operators etc.;                                                                                                                                                                                                        |  |  |  |
| • Valid medical certificate of fitness done by an Occupational Health Practitioner                                                                                                                                                                                    |  |  |  |
| <b>REGISTERS</b>                                                                                                                                                                                                                                                      |  |  |  |
| 22. Copy of equipment registers to be used with copy of each item's inspection checklist. Copy of nominated responsible person to conduct monthly inspections and proof of their competency. All other statutory registers as required by the OHS Act No. 85 of 1993. |  |  |  |
| • Site visitors register                                                                                                                                                                                                                                              |  |  |  |
| • Excavation Inspection Register                                                                                                                                                                                                                                      |  |  |  |
| • Hand tools Inspection register                                                                                                                                                                                                                                      |  |  |  |
| • Barricading Inspection Register                                                                                                                                                                                                                                     |  |  |  |
| • Traffic Inspection Register                                                                                                                                                                                                                                         |  |  |  |
| • Mobile Toilet Inspection Register                                                                                                                                                                                                                                   |  |  |  |
| • Daily Risk Assessment and Toolbox Talk                                                                                                                                                                                                                              |  |  |  |
| • PPE Inspection Register                                                                                                                                                                                                                                             |  |  |  |
| • First Aid kit Inspection Register                                                                                                                                                                                                                                   |  |  |  |
| • Fire Fighting Equipment Register                                                                                                                                                                                                                                    |  |  |  |
| • Portable electrical Equipment Register                                                                                                                                                                                                                              |  |  |  |
| • Pneumatic Tool Register                                                                                                                                                                                                                                             |  |  |  |
| • Compressor Checklist                                                                                                                                                                                                                                                |  |  |  |
| • Ladder Inspection Register                                                                                                                                                                                                                                          |  |  |  |
| • Vehicle Inspection Register                                                                                                                                                                                                                                         |  |  |  |
| • Working at Height Equipment Register                                                                                                                                                                                                                                |  |  |  |
| <b>OTHERS</b>                                                                                                                                                                                                                                                         |  |  |  |
| 23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:                                                                                                                                                        |  |  |  |
| • CR 5.1(k) Principle Contractor appointment                                                                                                                                                                                                                          |  |  |  |
| • CR 7(1)(c)(v) Sub Contractor appointment                                                                                                                                                                                                                            |  |  |  |
| 24. Training Matrix (Management and Supervisors)                                                                                                                                                                                                                      |  |  |  |
| 25. Copy of the OHS act, COID and Construction Regulation 2014                                                                                                                                                                                                        |  |  |  |

#### SHE DEPARTMENT CONTACTS

| NAME                              | DESIGNATION                 | TELEPHONE                    | E-MAIL                                                                        |
|-----------------------------------|-----------------------------|------------------------------|-------------------------------------------------------------------------------|
| <b>Motlagomang<br/>Chobokoane</b> | SHEQ Manager                | 083 283 3451<br>021 449 4735 | Motlagomang.chobokoane@transnet.net                                           |
| <b>Moleboheng Methola</b>         | Risk Manager                | 021 449 4817<br>083 7552532  | Moleboheng. Methola @transnet.net                                             |
| <b>Jeanette Ramatapa</b>          | Risk Specialist             | 021 449 2152<br>060 579 7889 | Jeanette.ramatapa@transnet.net                                                |
| <b>Michael Jacobs</b>             | Risk Specialist             | 021 449 2725<br>083 419 4580 | Michael.jacobs@transnet.net                                                   |
| <b>Thozama Khophe</b>             | Risk Specialist             | 021 449 2471<br>083 260 3474 | Thozama.khophe@transnet.net                                                   |
| <b>Phumlile Zondi</b>             | Risk Specialist             | 021 449 3182<br>0837047139   | Phumlile.Zondi@transnet.net                                                   |
| <b>Michael Melato</b>             | Environmental<br>Specialist | 021 4492152<br>083 460 0021  | Michael.melato@transnet.net                                                   |
| <b>Bongani Dilima</b>             | Environmental<br>Specialist | 021 4492736<br>083 460 3261  | Bongani.Dilima@transnet.net                                                   |
| <b>Johnny Loji</b>                | Fire Chief                  | 021 449-5848<br>083 561 8803 | <u><a href="mailto:Johnny.loji@transnet.net">Johnny.loji@transnet.net</a></u> |

Michael Melato & Michael Jacobs-Mohajane

Reviewed: Jeanette Ramatapa

**APPOINTMENT AS AN AGENT IN TERMS OF CONSTRUCTION REGULATION 5(5) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY:.....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you.....  
*Full name*

as the Health and Safety Agent in terms of the Construction Regulations for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to the duties of a client as set out in the Construction Regulations.

A copy of the Construction Regulation of the OHSA is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I .....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS A TEMPORARY WORK DESIGNER IN TERMS OF CONSTRUCTION  
REGULATION 12(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you.....  
Full name

as the competent person to design, inspect and approve the erected temporary works for the following  
project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 12.
2. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to formwork and support work.

A copy of the Construction Regulation of the OHSA is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
Manager (for employer)

Signature: .....  
Witness

Designation: .....

Designation .....

Date: .....

Date: .....

**ACCEPTANCE**

I .....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....



**APPOINTMENT AS A CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION  
 8(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY:.....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure full  
 compliance with the Construction regulations, hereby appoint you.....  
*Full name*  
 as a Construction Manager for the following project:

YOUR RESPONSIBILITIES ARE TO:

1. Manage all Construction work on the premises in accordance with CR8 (1) to ensure the requirements of the Construction Regulations are adhered to.
2. Manage and ensure compliance to relevant SANS Codes incorporated in terms of Regulation 14(1) and (GNR 1020 of 18/7/2003).
3. Ensure compliance with all the requirements of the National Building Regulations.
4. Ensure compliance with the project health and safety plan as well as any requirements for health and safety prescribed by the client or the principal contractor through their authorised agents.

A copy of the said Construction Regulations and a copy of the health and safety plan are attached for your convenience and you are to familiarize yourself with the requirements of the regulations and the plan and ensure that all construction work is done in accordance with these requirements.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I .....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

Tender Requirements

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

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders ), you can access National Treasury's eTender Publication portal:

[www.etenders.gov.za](http://www.etenders.gov.za) or <https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

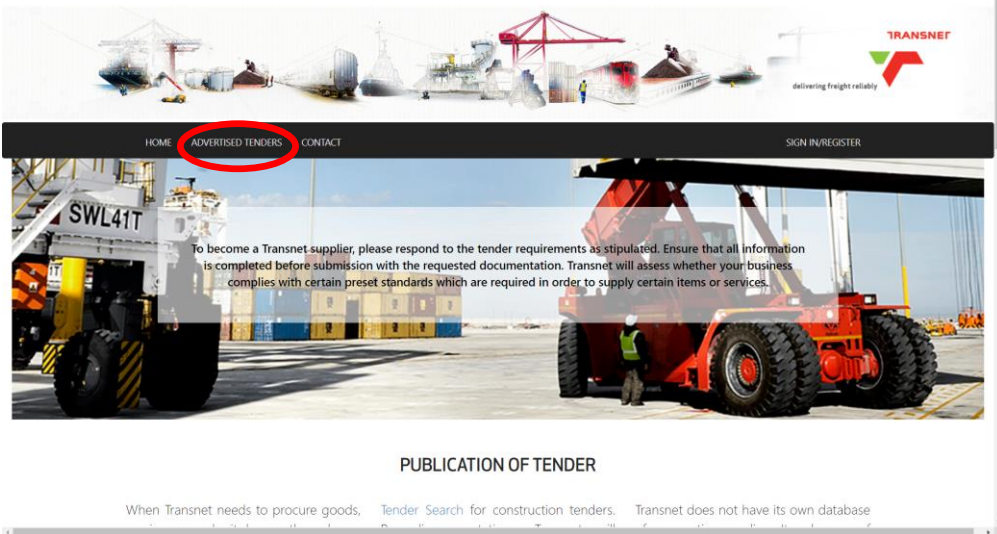
Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

| Division | Name              | Email Id                                                                                                                 | Telephone No |
|----------|-------------------|--------------------------------------------------------------------------------------------------------------------------|--------------|
| TPT      | Sindile Mxunyelwa | <a href="mailto:sindile.mxunyelwa@transnet.net">sindile.mxunyelwa@transnet.net</a>                                       | 031 308 8389 |
| TFR      | Prudence Nkabinde | <a href="mailto:prudence.nkabinde@transnet.net">prudence.nkabinde@transnet.net</a>                                       | 011 584 0821 |
| TE       | Nompilo Dlamini   | <a href="mailto:tendercomplaints.transnetengineering@transnet.net">tendercomplaints.transnetengineering@transnet.net</a> | 012 391 1374 |

- eTender Links
- Transnet SOC Ltd Tenders
  - Transnet Port Terminals RFQ/Tenders
  - Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



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



Topics

- Tender Requirements
- **Advertised Tenders**
- Register
- Sign In
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼entries

Search:

| Reference Number     | Tender Name                      | Description                                                                                                                                                               | Briefing Session     | Closing Date           | Tender Status |                              |
|----------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|---------------|------------------------------|
| TE/2022/01/0012/Rfq  | QA Public RFQ                    | APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)                                     |                      | 1/26/2022 12:00:00 AM  | Open          | <a href="#">View Details</a> |
| TP/2022/01/0014/RFS  | QA Public RFS                    | Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required |                      | 1/26/2022 8:00:00 AM   | Open          | <a href="#">View Details</a> |
| TFR/2022/01/0012/RFI | QA Public RFI                    | SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES                                                                                                                  | 1/26/2022 8:00:00 AM | 1/26/2022 10:00:00 AM  | Open          | <a href="#">View Details</a> |
| TCC/2022/01/0011/RFQ | QA RFQ for Performance Testing   | QA RFQ for Performance Testing                                                                                                                                            |                      | 12/31/2022 12:00:00 AM | Open          | <a href="#">View Details</a> |
| TPT/2022/01/17/RFP   | QA RFQ for Performance Testing 2 | QA RFQ for Performance Testing 2                                                                                                                                          |                      | 12/31/2022 12:00:00 AM | Open          | <a href="#">View Details</a> |

Showing 1 to 5 of 9 entries

FirstPrevious12NextLast

Activate

3. Click on the **Attachment** link to view documents attached to the tender

TRANSNET E-TENDERS

|                              |                               |
|------------------------------|-------------------------------|
| Tender Reference Number      | T/89                          |
| Description                  | Cabling Tender                |
| Tender Type                  | RFP                           |
| Contact Person               | Kgotso Lesiba                 |
| Contact Person Email Address | KgotsoL@globalcomputing.co.za |
| Date Published               | 1/1/0001 12:00:00 AM          |
| Closing Date                 | 1/1/0001 12:00:00 AM          |
| Briefing Date And Time       | 1/1/0001 12:00:00 AM          |
| Briefing Details             | TBA                           |
| Location Of Service          | Transnet                      |
| Name Of Institution          | TNPA                          |
| Tender Category              | Services                      |
| Tender Status                | Active                        |
| Tender Type                  | RFP                           |
| Attachments                  | <a href="#">test.pdf</a>      |

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page

delivering freight reliability

HOMEADVERTISED TENDERSCONTACT

[SIGN IN/REGISTER](#)


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

Topics

- Tender Requirements
- Advertised Tenders
- **Register**
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. Enter your email address and click on the **Send Verification Code** button.

Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Surname

Organization Name

Organization Type

Organization Type

4. Verification notification is displayed. Complete all other fields.

E-mail address verified. You can now continue.

dmkwilliams@gmail.com

Change e-mail

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

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

dmkwilliams@gmail.com

731564

Verify code

Send new code

New Password

Confirm New Password

Given Name

Organization Name

Surname

5. Click on the Create button

Test info

Country/Region

South Africa

Test info

Test info

Test info

Test info

Test info

Test info

Create

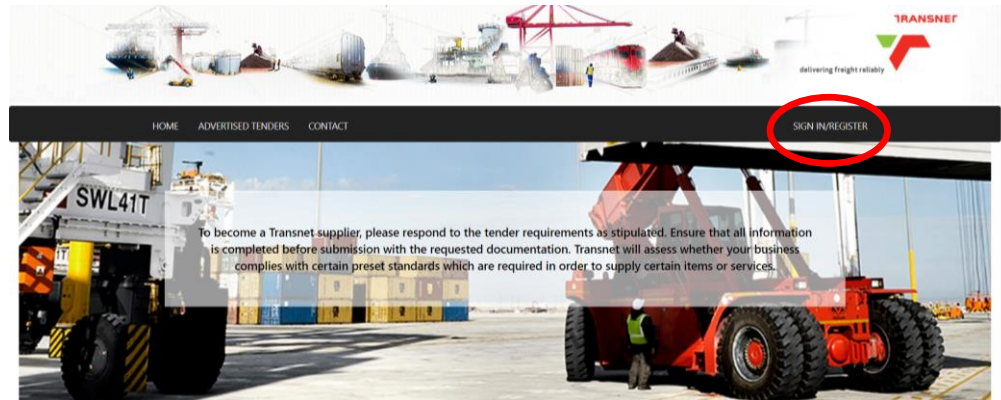


## Topics

- Tender Requirements
- Advertised Tenders
- Register
- **Sign in**
- **Registered user navigation**
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
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- Submit Tender Bid documents

## Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

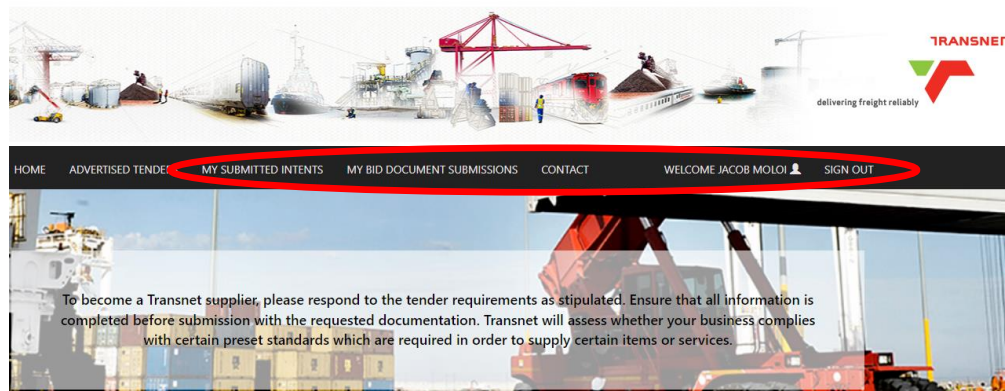
[Forgot your password?](#)

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

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

## Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.





Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Tender Details

1. Click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼ entriesSearch:

| Reference Number     | Tender Name            | Description                                                                                                                                                               | Briefing Session     | Closing Date           | Tender Status |                         |
|----------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|---------------|-------------------------|
| TE/2022/01/0012/RFQ  | QA Public RFQ          | APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)                                     |                      | 1/26/2022 12:00:00 AM  | Open          | <div>View Details</div> |
| TP/2022/01/0014/RFS  | QA Public RFS          | Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required |                      | 1/26/2022 8:00:00 AM   | Open          | <div>View Details</div> |
| TFR/2022/01/0012/RFI | QA Public RFI          | SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES                                                                                                                  | 1/26/2022 8:00:00 AM | 1/26/2022 10:00:00 AM  | Open          | <div>View Details</div> |
| TCC/2022/01/0011/RFQ | QA RFQ for Performance | QA RFQ for Performance Testing                                                                                                                                            |                      | 12/31/2022 12:00:00 AM | Open          | <div>View Details</div> |

Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

Tender Reference Number

TE/2022/01/0012/RFQ

Name Of Tender

QA Public RFQ

Description

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Tender Type

RFQ

Contact Person

Sonwabile Mmatyana Transnet Corporate Johannesburg

Contact Person Email Address

Sonwabile.Mmatyana@transnet.net

Date Published

1/19/2022 1:51:25 PM

Closing Date

1/26/2022 12:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Carlton Centre

Name Of Institution

TE

Tender Category

Goods

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

Text File.txt

Log An Intent To Bid

Activate VGo to Setting

2. A notification will be displayed informing you that your **intent has been successfully submitted**.

Intent to Bid

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

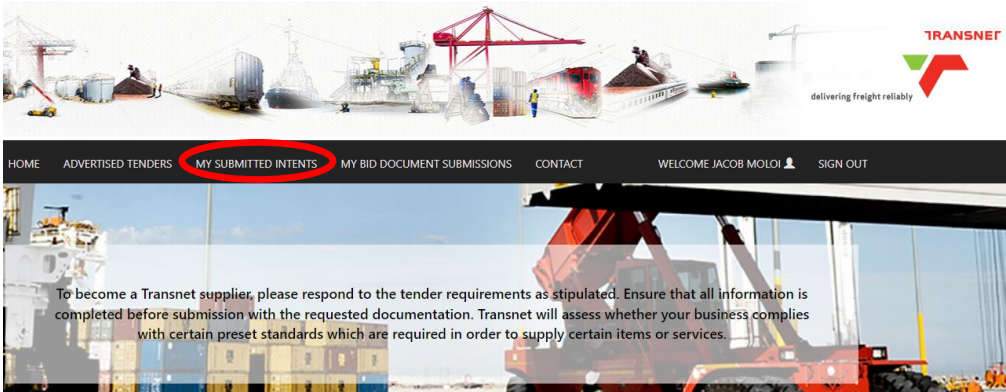
Close

Topics

- Tender Requirements
- Advertised Tenders
- Register
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- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
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- Submit Tender Bid documents

View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

MY SUBMISSION INTENTS

Show 10 entries

Search:

| Tender Reference Number            | Name                                                                   | Description Of Tender                                                                                                                 | Briefing Session Date | Closing Date           | View Details |
|------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|--------------|
| TCC/2021/12/0003/RFQ Non-Technical | Test Non Tech Tender QA At 12                                          | Test Non Tech Tender QA At 12                                                                                                         |                       | 12/23/2021 1:00:00 AM  | View Details |
| TE/2021/12/0003/RFQ                | test creation from app                                                 | tet                                                                                                                                   |                       | 12/31/2021 12:00:00 PM | View Details |
| TE/2021/12/0004/RFQ                | Test Approval Thulani                                                  | Test                                                                                                                                  |                       | 12/10/2021 12:00:00 AM | View Details |
| TE/2022/01/0012/RFQ                | QA Public RFQ                                                          | APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM) |                       | 1/26/2022 12:00:00 AM  | View Details |
| TNPA/2021/12/0003/RFQ              | Test Tender For Jacob                                                  | Test Tender For Jacob                                                                                                                 | 12/6/2021 2:00:00 AM  | 12/8/2021 12:00:00 PM  | View Details |
| TP/2021/12/0002/RFQ                | QA Tender 10 - to be cancelled after it has been published             | QA Tender 10 - to be cancelled after it has been published                                                                            | 12/7/2021 9:00:00 AM  | 12/28/2021 9:00:00 AM  | View Details |
| TP/2021/12/0006/RFQ Non-Technical  | App-Register new Non-Technical RFQ Tender with no briefing details-Mod | App-Register new Non-Technical RFQ Tender with no briefing details-Mod                                                                |                       | 1/20/2022 8:00:00 AM   | View Details |

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender SummaryAsk For ClaritySubmit Tender Documents

QA Public RFQ  
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date  
1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

QA Public RFQ

TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

- Under 'Submit Queries Below' type your questions in the fields.
2. Click on the **Delete (trash can)** button to delete a field (row)
  3. Click on the blue **Add (+)** button to add another field (row)
  4. Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

Submit queries below

Q1

Q2

Q3

Submit All Questions

Cancel

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

Tender Summary

Ask For Clarity

Submit Tender Documents

Q3

No Response From Transnet

Q1

No Response From Transnet

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

6. At the bottom of the screen you can **add additional questions**

Submit queries below

Submit All Questions

Cancel



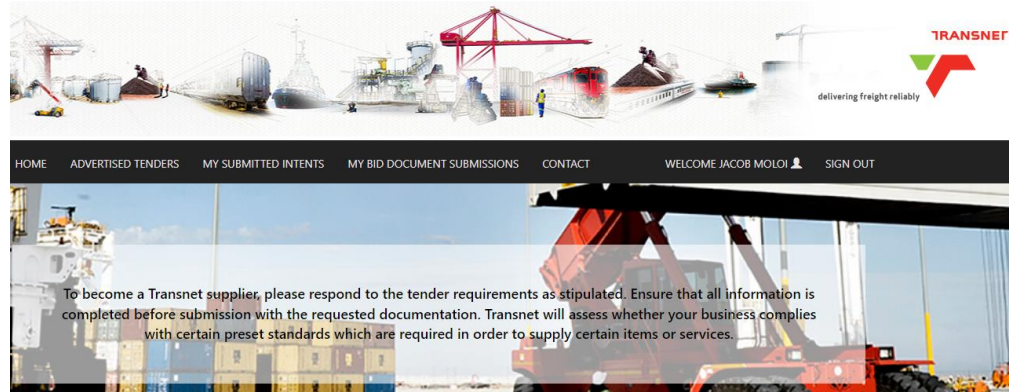


## Topics

- Tender Requirements
- Advertised Tenders
- Register
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- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- **Submit Tender Bid documents**

## Submit Tender Bid Documents

1. Click the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

Show  entries

Search:

| Tender Reference Number            | Name                          | Description Of Tender         | Briefing Session Date | Closing Date          | View Details                 |
|------------------------------------|-------------------------------|-------------------------------|-----------------------|-----------------------|------------------------------|
| TCC/2021/12/0003/RFQ Non-Technical | Test Non Tech Tender QA At 12 | Test Non Tech Tender QA At 12 |                       | 12/23/2021 1:00:00 AM | <a href="#">View Details</a> |

3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.



4. Click the **Choose Files** button and select the files to upload.  
5. Click on **Submit Bid**

QA Public RFQ  
Closing Date: 1/26/2022 12:00:00 AM  
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Duplicate documents are not permitted

Mandatory ☒ Essential ☐ Non Essential ☐ Other ☐

Uploaded Documents  
No files uploaded.

Drag & drop mandatory documents here

file chosen

The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable

## Terms of Use

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

[Back](#)

[Submit Bid](#)