

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**TENDER**

**FOR THE: REPLACEMENT OF STURROCK DRY DOCK (SDD) INNER CAISSON GATE  
AT THE PORT OF CAPE TOWN FOR A PERIOD OF 24 MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2023/07/0011/34733/RFP</b>
<b>ISSUE DATE</b>	<b>: 31 January 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 08 February 2024</b>
<b>CLOSING DATE</b>	<b>: 07 March 2024</b>
<b>CLOSING TIME</b>	<b>: 16:00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**NOTE TO THE BIDDERS:**

Bidders 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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

Tenderers must ensure the filenames of the documents intended for upload do not contain special characters, e.g. #, %, etc. The use of special characters will result in document upload failure. Only alphabetical or numerical characters shall be used in filenames.

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Transnet National Ports Authority

Tender Number: TNPA/2023/07/0011/34733/RFP

Description of the Works: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

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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>REPLACEMENT OF STURROCK DRY DOCK (SDD) INNER CAISSON GATE AT THE PORT OF CAPE TOWN FOR A PERIOD OF 24 MONTHS</b>
<b>TENDER DOWNLOADING</b>	<p>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 <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></p>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at TNPA Maritime Training Centre (Red house opposite SAPS Police station), 1 Coode Crescent, Port of Cape Town, 8000, Cape Town <b>on the 08 February 2024, at 10:00am [10 O'clock]</b> for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul>
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	<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>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>16:00 on 07 March 2024</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>

## 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.**

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- **Tenderers must ensure the filenames of the documents intended for upload do not contain special characters, e.g. #, %, etc. The use of special characters will result in document upload failure. Only alphabetical or numerical characters shall be used in filenames.**

- 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 award the tender to the highest scoring bidder/s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply Objective Criteria in this tender process as follows:

- Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (Annexure F);

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- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
  - Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
  - It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
  - The tenderer or its members, directors, partners:
    - Is under restrictions as contemplated in the Integrity Pact (Annexure F),
    - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
  - in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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;
  - has no legal capacity to enter into the contract;
  - is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
  - does not comply with the legal requirements, if any, stated in the tender data; and
  - is not able to perform the contract free of conflicts of interest.
- 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/>.

Transnet National Ports Authority

Tender Number: TNPA/2023/07/0011/34733/RFP

Description of the Works: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

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Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number (MAAA.....)

**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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Admin Building (eMendi) N2  
Neptune Road  
Off Klub Road  
Port of Ngqura  
Port Elizabeth  
6212

E – mail

[TNPATenderenquiries3@transnet.net](mailto:TNPATenderenquiries3@transnet.net)

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

### **1. Stage One – Eligibility Criteria**

#### **1.1. Eligibility with regards to attendance at the compulsory clarification meeting:**

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

#### **1.2. Eligibility in terms of the Construction Industry Development Board:**

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **9ME** class of construction work, are eligible to have their tenders evaluated.
  - b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
    1. every member of the joint venture is registered with the CIDB;
    2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
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3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **9ME** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a copy of its signed joint venture agreement.

**1.3. Technical Pre-Qualification for the Professional registrations of key personnel responsible for the execution of this project.**

NB: Any tenderer that fails to submit any of the registered proposed key personnel as listed below will be regarded as unacceptable.

<b>Key Personnel</b>	<b>Proof of registration with registration number submitted (Yes/No)</b>
<p><b>Construction Manager</b> Must be registered in the category Pr.PM with the South African Council for the Project and Construction Management Professions (PrCM/SACPCMP) or equivalent</p>	
<p><b>Mechanical Engineer</b> Must be registered with the Engineering Council of South Africa (ECSA) Pr. Eng./Tech.</p>	
<p><b>Structural Engineer</b> Must be registered with the Engineering Council of South Africa (ECSA) Pr. Eng./Tech.</p>	
<p><b>Control and Instrumentation Engineer</b> Must be registered with the Engineering Council of South Africa (ECSA) Pr. Eng./Tech.</p>	

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

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## 2. Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

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

***Only those tenderers who attain the minimum number of evaluation points for functionality evaluation 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.***

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

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

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C.2.12 No alternative tender offers will be considered.

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

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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:
- Contact person and details:
- The Tender Number: TNPA/2023/07/0011/34733/RFP
- The Tender Description: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

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.

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

Time: **16:00** on the **07 March 2024**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. 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.(COIDA)

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

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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:

<b>Failure to submit any of the above requested documents or meet the above-mentioned requirements, the tenderer will fail technical and lead to disqualification.</b>			
<b><u>Evaluation Criteria</u></b>	<b>Scoring principal</b>	<b>Score</b>	<b>Weight</b>
<b>T2.2-04 Method Statement</b>	Method statement is project specific and as a minimum looks into: <ul style="list-style-type: none"> <li>-Project Initiation</li> <li>-Site Establishment</li> <li>-Location where the new caisson will be built and advantages of the site chosen for the construction of the caisson</li> <li>-Procurement plan for materials</li> <li>-Corrosion protection procedure</li> <li>-Caisson launching plan</li> <li>-Plan to move caisson from launch area into position</li> <li>-Caisson control and operational philosophy</li> <li>-Electrical installations and requirements</li> <li>-Accessing the Works and Permitting</li> <li>-Specific Equipment and Plant to be used and the individual usage requirements</li> <li>-Quality Control and Monitoring</li> <li>-Sub-Contractors to be used</li> <li>-Compilation of Project Documentation and Data Book</li> </ul>	5	15

	Method Statement should include all specifications as per the scope of work tying into categories listed above, looking at, at a minimum the works packages listed in section 1.3 in the C3 document, Method statement demonstrates clear understanding of the scope of works	10	
<b>T2.2-05 Programme</b>	Starting date and completion date are stated, and the programme does not exceed 24 months. (Show Column or Gantt Chart)	1	10
	All Activities on Critical to be properly linked and logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column or Gantt Chart)	2	
	All activities as per Level 4	2	
	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date	1	
	All activity durations to be realistic and activities that can be measured in days, Weeks and Months. (Show the duration Column)	2	
	Programme submission (Software) in PDF either Microsoft project or Primavera P6	2	
<b>T2.2-06 Previous Experience</b>	Tenderers are required to demonstrate performance in comparable projects of similar size and nature, condition and circumstances to the scope of works in the last 5 years.	5	50

	<p>The acceptable evidence must be a completion certificate supported by the reference letter. (only completed project will be considered)</p> <p>Traceable references should include clients contact details, name and number, successful completion of works. the reference letter shall be on the customer letterhead, signed by the responsible person.</p> <p>Each reference letter must have a date, signed by the customer, and contain:</p> <ul style="list-style-type: none"> <li>Customer company name</li> <li>Company Address</li> <li>Customer contact details (Email and Phone)</li> <li>Project Scope of work</li> <li>Project Value</li> <li>Project Start and End dates</li> </ul>		
	<p>Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in Low Voltage industrial Electrical projects, inclusive of supply, installation and commissioning of lighting, LV power supply, DB boards, etc.</p> <p>The acceptable evidence must be a completion certificate supported by the reference letter. (Only completed project will be considered)</p>	1	



	<p>Traceable references should include clients. contact details, name and number, successful.</p> <p>completion of works. the reference letter shall be on the customer letterhead, signed by the responsible person.</p> <p>Each reference letter must have a date, signed by the customer, and contain:</p> <p>Customer company name          Company Address          Customer contact details (Email and Phone)          Project Scope of work          Project Value          Project Start and End dates. .</p>		
	<p>Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in Control and Instrumentation Industrial Projects, inclusive of PLC, SCADA, etc.</p> <p>The acceptable evidence must be a completion certificate supported by the reference letter. (Only completed project will be considered)</p> <p>Traceable references should include clients. contact details, name and number, successful.</p> <p>completion of works. the reference letter shall be on the customer letterhead, signed by the responsible person.</p>	2	

	<p>Each reference letter must have a date, signed by the customer, and contain:</p> <p>Customer company name</p> <p>Company Address</p> <p>Customer contact details (Email and Phone)</p> <p>Project Scope of work</p> <p>Project Value</p>		
	<p>Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings, etc.</p> <p>The acceptable evidence must be a completion certificate supported by the reference letter. (only completed project will be considered)</p> <p>Traceable references should include clients contact details, name and number, successful completion of works. the reference letter shall be on the customer letterhead, signed by the responsible person.</p> <p>Each reference letter must have a date, signed by the customer, and contain:</p> <p>Customer company name</p> <p>Company Address</p> <p>Customer contact details (Email and Phone)</p> <p>Project Scope of work</p> <p>Project Value</p>	7	

	Project Start and End dates.		
	The tenderer's project team must include a Project manager, SACPCMP registered, with 5 or more years' experience in construction. Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (SACPCMP), Track record on similar works, with references	5	
	The tenderer's project team must include a Construction Site Manager, SACPCMP registered in the category Pr. CM, with 5 or more years' experience in construction. Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (SACPCMP), Track record on similar works, with references.	5	
	The tenderer's project team must include a Mechanical Engineer, ECSA registered with Pr. Eng./Tech, with construction experience. Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA, SACPCMP, etc), Track record on similar works, with references.	5	
	The tenderer's project team must include a Civil (Structural) Engineer, ECSA registered with Pr. Eng./Tech, with 5 or more years' experience in construction. Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA), Track record on similar works, with references.	5	

	<p>The tenderer's project team must include an Electrical Control and Instrumentation, ECSA registered with Pr. Eng./Tech, with 5 or more years' experience in construction.</p> <p>Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA), Track record on similar works, with references.</p>	5	
	<p>The tenderer's project team must include a Project Planner, PMI registered, with 5 or more years' experience in construction.</p> <p>Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (PMI), Track record on similar works, with references.</p>	2	
	<p>The tenderer's project team must include a team of coded welders, certified and red seal registered, with 5 or more years' experience in construction.</p> <p>Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration. Track record on similar works, with references.</p>	4	
	<p>The tenderer's project team must include a team electricians and millwrights, qualified, certified and red seal registered, with 5 or more years' experience in construction.</p> <p>Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA etc), Track record on similar works, with references.</p>	4	

<b>T2.2-07 Quality Management</b>	Quality Manual that is aligned to ISO 9001:2015 QMS requirements.	4	15
	Quality Policy that is aligned to ISO 9001:2015 requirements.	1	
	Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.	4	
	Quality Officer with a Quality diploma / Technical diploma with ISO 9001:2015 Quality Management System certificates, MUST have a minimum of 3 years' experience in similar projects.	3	
	Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.	3	
<b>T2.2-08 Health and Safety Requirement</b>	Signed Health and Safety Plan as per scope of work and the tenderer must include this minimum requirement: <ol style="list-style-type: none"> <li>1. Project Scope</li> <li>2. Health &amp; Safety Policy</li> <li>3. Hazard Identification &amp; Risk Assessment</li> <li>4. Legal &amp; Other requirements</li> <li>5. Accountabilities &amp; Responsibilities</li> <li>6. Competence, training &amp; awareness</li> <li>7. Occupational Health &amp; Hygiene</li> <li>8. Working at Heights</li> <li>9. Incident Reporting &amp; Investigation</li> <li>10. Audits &amp; Inspections</li> </ol>	1	5

	<p>Signed and dated H&amp;S Policy covering the following five elements.</p> <ol style="list-style-type: none"> <li>1. Commitment to Safety, prevention of pollution,</li> <li>2. Continual improvement,</li> <li>3. Compliance to legal requirements, appropriate to the nature of contractor's activities,</li> <li>4. Hold management accountable for development of the safety systems,</li> <li>5. Include objectives and targets.</li> </ol>	0.5	
	<p>Roles and responsibilities of legal appointees in terms of Occupational Health and Safety Act 85 (85 of 1993) and regulations including CV, Qualifications &amp; Registration where applicable:</p> <ol style="list-style-type: none"> <li>1. Sec. 16(2) - Delegated Authority (Assistant CEO)</li> <li>2. Supervisor</li> <li>3. Safety Officer/ Manager registered with SACPCMP</li> <li>4. Risk Assessor</li> <li>5. Incident Investigator</li> <li>6. Construction Manager registered with SACPCMP</li> </ol>	0.5	
	<p>List of job categories for project and competencies required per category and develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons of legal appointees in terms of Occupational Health and Safety Act 85 (85 of 1993) and regulations.</p>	0.5	

	<p>Overview of the tenderer's Risk Assessment methodology, and submission of Risk Assessment indicating at least 5 major activities (list not exhaustive) of the works and how the risks will be addressed and mitigated, and must be in line with the scope of work (SoW).</p> <ol style="list-style-type: none"> <li>1. Diving activities</li> <li>2. Launching and towing.</li> <li>3. Working on heights</li> <li>4. Welding and grinding</li> <li>5. Electrical Installation.</li> </ol>	2	
	<p>Complete and return the tender documentation (Contractor Safety Questionnaire) included as a returnable document, and attach all required supporting documents:</p> <ol style="list-style-type: none"> <li>1. Valid Letter of Good Standing</li> <li>2. Safety Induction/ Orientation Booklet or Similar</li> <li>3. Valid ISO 45001: 2018 Certification</li> <li>4. Previously H&amp;S Recognition Certification</li> </ol>	0.5	
<p><b>T2.2-09 Environmental Management</b></p>	<p>The tenderer must provide a project specific Environmental Management Plan.;</p> <ol style="list-style-type: none"> <li>a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).</li> <li>b. The method and frequency of monitoring the implementation of the impact management actions.</li> </ol>	5	5

	<p>c. A description of how the environmental incidents will be managed on site.</p> <p>d. An indication of the roles and responsibilities in the implementation of the impact management actions.</p> <p>e. Records to be kept.</p> <p>f. How non-conformance/non-compliance will be dealt with.</p>		
<b><u>Sub total</u></b>			<b>100</b>

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

- T2.2-04 Method Statement
- T2.2-05 Programme
- T2.2-06 Previous Experience
- T2.2-07 Quality Management
- T2.2-08 Health and Safety Requirements
- T2.2-09 Environmental Management

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).

**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.**

**Fabrication facility site inspection.**

A fabrication facility site inspection will be conducted to ensure that the tenderer’s facility is equipped for the fabrication works and aligned to **Annexure B1**. Failure to meet **all** minimum requirements listed in **Annexure B1** will result in disqualification.



Procedure on how Transnet will verify the requirements in **Annexure B1**:

- The person/s who must be present from the Tenderer's side- The workshop foreman, project manager and welding foreman.
- Time and duration of the inspection – 1 hour, time and date to be confirmed after technical evaluations.
- Tools of measurement of some of the key indicators – It's a visual inspection, we are counting equipment and checking the lease for the square area.
- What the bidder needs to prepare – Lease agreements or proof of ownership on hand, a copy showing the area being leased/owned.
- What must the bidder prepare? – Bidder should prepare to take the team around the workshop, showing how the fabrications will be conducted in their facility, showing that they meet the minimum criteria of the physical inspection. Technical specifications of machinery must be onsite, and available at request, or at least nameplates showing capacity on equipment.
- What will Transnet come with? Transnet must come with PPE, nothing else.

**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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C.3.11. Only tenders that passed the physical site inspection will be further evaluated in accordance with the 90/10 preference points systems as described in the Preferential Procurement Regulations - 2022.

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.

Thresholds	Minimum Threshold
Technical / functionality	60
Physical site inspection	Tenderers must meet all requirements listed on the physical technical compliance evaluation <b>(Annexure B1)</b>

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 10 preference tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preferences claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

<b>Selected Specific Goal</b>	<b>Number of points allocated (90/10)</b>
B-BBEE Level of contributor (1 or 2)	3.00
The promotion of enterprises located in Western Cape province for work to be done or services to be rendered in that municipal area	3.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	4.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.
The promotion of enterprises located in the Western Cape province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

The maximum points for this bid are allocated as follows:

<u>DESCRIPTION</u>	<u>POINTS</u>
PRICE	90
B-BBEE Level of contributor (1 or 2)	3.00
The promotion of enterprises located in Western Cape province for work to be done or services to be rendered in that municipal area	3.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	4.00
Total points for Price and Specific Goals must not exceed	100

**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 National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. The tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. The tenderer has fully and properly completed the **Compulsory Enterprise Questionnaire (Form T2.2-17)** 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 will award the tender to the highest scoring bidder/s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:
  - Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;

- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-22);
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (From T2.2-22),
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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;
- has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and
- is not able to perform the contract free of conflicts of interest.

Transnet National Ports Authority

Tender Number: TNPA/2023/07/0011/34733/RFP

Description of the Works: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting/ TNPA Attendance register to be used as a proof
- T2.2-02 **Stage One: Eligibility Criteria Schedule** – 9ME CIDB Registration Certificate or CRS number.
- T2.2-03 **Stage One Technical Pre-Qualification:** Professional registrations of key personnel responsible for the execution of this project.

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

- T2.2-04 **Evaluation Schedule:** Method Statement
- T2.2-05 **Evaluation Schedule:** Programme
- T2.2-06 **Evaluation Schedule:** Previous experience
- T2.2-07 **Evaluation Schedule:** Quality Management
- T2.2-08 **Evaluation Schedule:** Health and Safety Management
- T2.2-09 **Evaluation Schedule:** Environmental Management

**Only those Tenderers who have obtained the minimum points for functionality will be further evaluated as per Physical site compliance attached as Annexure B1**

### 2.1.3 Returnable Schedules:

#### **General:**

- T2.2-10 Authority to submit a tender.
- T2.2-11 Record of addenda to tender documents.
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Schedule of proposed Subcontractors.
- T2.2-16 Site Establishment requirements

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**Agreement and Commitment by Tenderer:**

T2.2-17: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

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

**Bidder's Disclosure – SBD4**

- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct
- T2.2-24 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
- T2.2-25 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-26 SBD1 FORM

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-27 Insurance provided by the Contractor.
- T2.2-28 Form of Intent to provide a Performance Guarantee
- T2.2-29 Foreign Exchange requirements
- T2.2-30 Forecast Rate of Invoicing
- T2.2-31 Three (3) years audited financial statements.
- T2.2-32 SBD 5 NIPP Obligations
- T2.2-33 Job Creation

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Securities**

**2.5 C2.1 Pricing Instructions (Bill of Quantities)**

**2.6 C2.2 Bill of Quantities**

**2.7 Part C3: Works Information**

**2.8 Part C4: Site Information**



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

This is to certify that:

..... (Company Name)  
Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

### Particulars of person(s) attending the meeting:

Name ..... Signature .....  
Capacity .....

### Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....  
**For and on Behalf of the  
Employers Agent.** Date .....

## T2.2-02: Eligibility Criteria Schedule – 9ME CIDB Grading

### Designation

#### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **9ME** class of construction work, are eligible to have their tenders evaluated.

#### 2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

4. every member of the joint venture is registered with the CIDB;
5. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
6. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **9ME** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
7. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;

8. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## T2.2-03: Technical Pre-Qualification - Professional registrations of key personnel responsible for the execution of this project

### Note to tenderers:

NB: Any tenderer that fails to submit any of the registered proposed key personnel as listed below will be regarded as unacceptable.

<b>Key Personnel</b>	<b>Proof of valid professional registration submitted (Yes/No)</b>
<p><b>Construction Manager</b>  Must be registered in the category Pr.PM with the South African Council for the Project and Construction Management Professions (PrCM/SACPCMP) or category PMP with the USA Project Management Institute</p>	
<p><b>Mechanical Engineer</b>  Must be registered with the Engineering Council of South Africa (ECSA) with Pr. Eng./Tech.</p>	
<p><b>Structural Engineer</b>  Must be registered with the Engineering Council of South Africa (ECSA) Pr. Eng./Tech.</p>	
<p><b>Control and Instrumentation Engineer</b>  Must be registered with the Engineering Council of South Africa (ECSA) Pr. Eng./Tech.</p>	

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## **T2.2-04: Evaluation Schedule: Method Statement [15]**

### **Note to tenderers:**

Method statement is project specific and includes all specifications as per the scope of work tying into areas listed below and as a minimum looks into:

-Project Initiation

-Site Establishment

-Location where the new caisson will be built, and advantages of the site chosen for the construction of the caisson

-Procurement plan for materials

-Corrosion protection procedure

-Caisson launching plan

-Plan to move caisson from launch area into position

-Caisson control and operational philosophy

-Electrical installations and requirements

-Accessing the Works and Permitting

-Specific Equipment and Plant to be used and the individual usage requirements

-Quality Control and Monitoring

-Sub-Contractors to be used

-Compilation of Project Documentation and Data Book

No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
<b>No Response - No Information provided, i.e. No Method Statement submitted.</b>	The technical approach will not satisfy project objectives, less than 4 of 14 listed areas	The technical approach is unlikely to satisfy project objectives. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. Generic and / or non-project specific information provided. Method Statement makes mention of between <b>4 - 7</b> of the listed areas.	Project specific method statement provided with some technical input. method statement found show potentially effective methods for completing the works and shows understanding on how to complete the works. The approach does deal with some of the critical characteristics of the project and mostly relates to the programme. Method Statement makes mention of between <b>8 - 10</b> of the listed areas.	Project specific method statement provided with sound technical input. method statement found to be effective methods for completing the works and shows good understanding to complete the <i>works</i> . The approach does adequately deal with the critical characteristics of the project and relates to the programme. Method Statement makes mention of between <b>11 - 13</b> of the listed areas .	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge. The method statement details ways to improve the project outcomes and the quality of the outputs. Method Statement makes mention of all 14 of the listed areas and more.

## T2.2-05: Evaluation Schedule: Programme [10]

### 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 Primavera or Microsoft Projects.**

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme. The tenderer's programme should take into account the *Employer's* access limitations (Section 2.1) specified in the **C4-Site Information, when detailing the programme.**

The tenderer shall provide the proposed programme, at a minimum **Level 4** showing but not limited to the following:

1. Starting date and completion date are stated, and the program does not exceed 24 months. (Show Column or Gantt Chart) [1]
2. All Activities on Critical to be properly linked and logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column or Gantt Chart) [2]
3. All activities as per Level 4 [2]
4. The TNPA activity calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays, builders Break are marked as non-working days from start to finish date. [1]
5. All activity durations to be realistic and activities that can be measured in days, Weeks and Months. (Show the duration Column) [2]
6. Programme submission in PDF either Microsoft project or Primavera P6 (The soft copy will be requested during evaluation stage) [2]

The scoring of the Programme will be as follows:

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
No Response or Starting date or completion date not shown = 0%	Duration is 25 months or more= 20%	Duration is greater than 24 months but less than 25 months (Show Column or Gantt Chart) = 40%	Duration is greater than 23 months but not more than 24 months (Show Column or Gantt Chart)= 60%	Duration is greater than 22 months but less than 23 months (Show Column or Gantt Chart) = 80%	Duration is less than 22 months (Show Column or Gantt Chart)= 100%
No response or programme does not link activities using CPM = 0%	All Activities on Critical Path are not linked using CPM and open ends in Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 20%	All Activities on Critical Path partially linked using CPM and but there are open ends in Predecessors or Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 40%	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 60%	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No open ends in between Predecessors and Successors on Sub critical (level 4) and all activities linked = 80%	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No open ends in between Predecessors and Successors on Sub critical and all activities linked and No linking on WBS= 100%
No response or schedule submission is Level 1 = 0%	The schedule is detailed Level 2 = 20%	The schedule is detailed level 3 = 40%	The schedule is detailed Level 4 = 60%	The schedule detailed Level 4 and Basis of schedule submitted = 80%	The schedule is complete and detailed Level 4 and Basis of schedule submitted and all key Milestones = 100%



<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b> No response = 0%	<b>(20)</b> The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days from start to finish date = 20%	<b>(40)</b> The TNPA activities calendar on the schedule should represent the actual Weekends are marked as working days from start to finish date = 40%	<b>(60)</b> The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays are marked as non-working days from start to finish date = 60%	<b>(80)</b> The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' break are marked as non-working days from start to finish date = 80%	<b>(100)</b> The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' breaks are marked as non-working days and float from start to finish date= 100%
No response = 0%	All Activities durations to be realistic are broken down into Months (Show the duration Column) = 20%	All Activities durations to be realistic are broken down into Months and Weeks (Show the duration Column) = 40%	All activities durations to be realistic are broken down into Months, Weeks, and days (Show the duration Column) = 60%	All activities durations to be realistic are broken down into Weeks and days (Show the duration Column) and = 80%	All activities durations to be realistic are broken down into days (Show the duration Column) = 100%
No response = 0%	Programme submitted not in Microsoft Project or Primavera P6 = 20	Programme submitted Excel PDF format=40	Programme submitted in either Microsoft project or Primavera P6 =60	Programme submitted in either Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart) =80	Programme submitted in either Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart) = 100

## T2.2-06: Evaluation Schedule: Previous Company Experience

[50]

### Note to tenderers:

1. Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in the Mechanical/Marine Engineering projects, inclusive of pressure vessels, piping, tanks, etc. The acceptable evidence must be a completion certificate supported by the reference letter. (5)
2. Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in Low Voltage industrial Electrical projects, inclusive of supply, installation and commissioning of lighting, LV power supply, DB boards, etc. The acceptable evidence must be a completion certificate supported by the reference letter. (1)
3. Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in Control and Instrumentation Industrial Projects, inclusive of PLC, SCADA, etc. The acceptable evidence must be a completion certificate supported by the reference letter. (2)
4. Tenderers are required to demonstrate performance and demonstrate construction experience in comparable projects of similar size and nature, condition and circumstances to the scope of works completed in the past 5 years in Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings, etc. (7)

**For all 4 points above** The acceptable evidence must be a completion certificate supported by a reference letter. (Only completed projects will be considered)

Traceable references should include the following:

- Clients contact details, name and number, successful completion of works.

- the reference letter shall be on the customer letterhead, signed by the responsible person.

Each reference letter must have a date, signed by the customer, and contain:

- Customer company name
- Company Address
- Customer contact details (Email and Phone)
- Project Scope of work
- Project Value
- Project Start and End dates

5. The tenderer's project team must include a Project manager, SACPCMP registered, with 5 or more years' experience in construction. (5)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (SACPCMP), Track record on similar works, with references.

6. The tenderer's project team must include a Construction Site Manager, SACPCMP registered, with 5 or more years' experience in construction.(5)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (SACPCMP), Track record on similar works, with references.

7. The tenderer's project team must include a Mechanical Engineer, ECSA registered with Pr. Eng./Tech., with construction experience. (5)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA). Track record on similar works, with references.

8. The tenderer's project team must include a Civil (Structural) Engineer, ECSA registered with Pr. Eng./Tech., with 5 or more years' experience in construction. (5)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA), Track record on similar works, with references.

9. The tenderer's project team must include a Electrical Control and Instrumentation, ECSA registered with Pr. Eng./Tech., with 5 or more years' experience in construction.

(5)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA), Track record on similar works, with references.

10. The tenderer's project team must include a Project Planner, PMI registered, with 5 or more years' experience in construction. (2)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (PMI), Track record on similar works, with references.

11. The tenderer's project team must include a a team of coded welders, certified and red seal registered with 5 or more years' experience in construction. (4)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration, Track record on similar works, with references.

12. The tenderer's project team must include a team electricians and millwrights, qualified, certified and red seal registered, with 5 or more years' experience in construction. (4)

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration, Track record on similar works, with references.

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
No Response - No Information provided, no completion certificate supported by a reference letter. Provided reference letter that does not correspond to the provided Completion certificate.	Less than three (3) projects completed relating to Mechanical/Marine Engineering including completion certificates supported by reference letters.	Three (3) - Four (4) projects completed relating to Mechanical/Marine Engineering including completion certificates supported by reference letters.	Five (5) projects completed relating to Mechanical/Marine Engineering including completion certificates supported by reference letters.	Six (6) - Seven (7) projects completed relating to Mechanical/Marine Engineering including completion certificates supported by reference letters.	Eight (8) or more projects completed relating to Mechanical/Marine Engineering including completion certificates supported by reference letters.
	Less than three (3) projects completed relating to low voltage industrial projects including completion certificates supported by reference letters.	Three (3) - Four (4) projects completed relating to low voltage industrial projects including completion certificates supported by reference letters.	Five (5) projects completed relating to low voltage industrial projects including completion certificates supported by reference letters.	Six (6) - Seven (7) projects completed relating to low voltage industrial projects including completion certificates supported by reference letters.	Eight (8) or more projects completed relating to low voltage industrial projects including completion certificates supported by reference letters.
	Less than three (3) projects completed relating to Control and Instrumentation Industrial Projects including completion certificates supported by reference letters.	Three (3) - Four (4) projects completed relating to Control and Instrumentation Industrial Projects including completion certificates supported by reference letters.	Five (5) projects completed relating to Control and Instrumentation Industrial Projects including completion certificates supported by reference letters.	Six (6) - Seven (7) projects completed relating to Control and Instrumentation Industrial Projects including completion certificates supported by reference letters.	Eight (8) or more projects completed relating to Control and Instrumentation Industrial Projects including completion certificates supported by reference letters.

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
	Less than three (3) projects completed relating to Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings Projects including completion certificates supported by reference letters.	Three (3) - Four (4) projects completed relating to Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings Projects including completion certificates supported by reference letters.	Five (5) projects completed relating to Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings Projects including completion certificates supported by reference letters.	Six (6) - Seven (7) projects completed relating to Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings Projects including completion certificates supported by reference letters.	Eight (8) or more projects completed relating to Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings Projects including completion certificates supported by reference letters.
No Response or No Information provided or no CV and proof of professional registration	Project Manager has Pr certification (SACPCMP) with < 2 years' experience in project management	Project Manager has Pr certification (SACPCMP) with ≥2 but < 5 years' experience in project management.	Project Manager has Pr certification (SACPCMP) with 5 years relevant experience, in project management	Project Manager has Pr certification (SACPCMP) with between > 5 but < 8 years relevant experience, in project management	Project Manager has Pr certification (SACPCMP) with > 8 years relevant experience, in project management

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
	Site Construction Manager has no Pr certification (SACPCMP) with < 2 years' experience in project management of construction projects, structural steel and fabrications projects.	Site Construction Manager has Pr certification (SACPCMP) with $\geq 2$ but < 5 years' experience in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with 5 years relevant experience, in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with between > 5 but < 8 years' experience, in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with > 8 years' experience in project management of construction projects, structural steel and fabrications projects
	Mechanical Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with < 2 years' experience in mechanical engineering projects in bilge, ballasting and pumping systems, with pressure and floating vessels	Mechanical Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng, with $\geq 2$ but < 5 years' experience in mechanical engineering projects in bilge, ballasting and pumping systems, with pressure and floating vessels	Mechanical Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng, with 5 years' experience in mechanical engineering projects in bilge, ballasting and pumping systems, with pressure and floating vessels	Mechanical Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with between > 5 but < 8 years relevant experience in bilge, ballasting and pumping systems, with pressure and floating vessels	Mechanical Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with > 8 years relevant experience in bilge, ballasting and pumping systems, with pressure and floating vessels
	Structural Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with < 2	Structural Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with $\geq 2$ but	Structural Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with 5	Structural Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng with	Structural Engineer, ECSA registered in the category Pr Eng or Pr Tech Eng between >

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
	years' experience in structural engineering.	< 5 years' experience in structural engineering.	years' experience in structural engineering.	between > 5 but < 8 years' experience in structural engineering.	8 years' relevant experience in structural engineering.
	Electrical Control and Instrumentation Engineer ECSA registered in the category Pr Eng or Pr Tech Eng with < 2 years' experience within automation, PLC systems, SCADA systems and control systems.	Electrical Control and Instrumentation Engineer ECSA registered in the category Pr Eng or Pr Tech Eng with $\geq 2$ but < 5 years' experience within automation, PLC systems, SCADA systems and control systems	Electrical Control and Instrumentation Engineer ECSA registered in the category Pr Eng or Pr Tech Eng with 5 years' experience within automation, PLC systems, SCADA systems and control systems	Electrical Control and Instrumentation Engineer ECSA registered in the category Pr Eng or Pr Tech Eng with between > 5 but < 8 years' experience, within automation, PLC systems, SCADA systems and control systems	Electrical Control and Instrumentation Engineer ECSA registered in the category Pr Eng or Pr Tech Eng > 8 years' relevant experience, within automation, PLC systems, SCADA systems and control systems.
	Project Planner, PMI registered with < 2 years' experience in structural engineering, in project management of construction projects, structural steel and fabrications projects	Project Planner, PMI registered with $\geq 2$ but < 5 years' experience in structural engineering, in project management of construction projects, structural steel and fabrications projects	Project Planner, PMI registered with 5 years relevant experience, in project management of construction projects, structural steel and fabrications projects	Project Planner, PMI registered with between > 5 but < 8 years' relevant experience, in project management of construction projects, structural steel and fabrications projects	Project Planner, PMI registered with > 8 years' relevant experience, in project management of construction projects, structural steel and fabrications projects.





<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
	<p>Welding team of between 1-2 welders, of which at least 1 are level 3 / 3rd class accredited or better. Submission includes supporting documents as listed: -Listed resources has five (5) years' experience in fabrication project -CV, certification, registration body documents submitted</p>	<p>Welding team of between 3-5 welders, of which at least 2 are level 3 / 3rd class accredited or better. Submission includes supporting documents as listed: -Listed resources has five (5) years' experience in fabrication project -CV, certification, registration body documents submitted</p>	<p>Fully resourced team of 6 welders, of which at least 3 are level 3 / 3rd class accredited or better. Submission includes supporting documents as listed: -Listed resources has five (5) years' experience in fabrication project -CV, certification, registration body documents submitted</p>	<p>Fully resourced team of 6 welders, of which at least 5 are level 3 / 3rd class accredited or better. Or more than 6 welders CVs submitted, with at least 4 level 3 Submission includes supporting documents as listed: -Listed resources has five (5) years' experience in fabrication project -CV, certification, registration body documents submitted</p>	<p>Fully resourced team of 6 welders, of which all are level 3 / 3rd class accredited or better. Or more than 6 welders CVs submitted, with at least 6 level 3 Submission includes supporting documents as listed: -Listed resources has five (5) years' experience in fabrication project -CV, certification, registration body documents submitted</p>

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources has two (2) - four (4) years' experience in construction project -CV, certification, registration body documents submitted	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources has less than two (2) years' experience in construction project -CV, certification, registration body documents submitted	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources has five (5) years' experience in construction project -CV, certification, registration body documents submitted	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources has six (6) - seven (7) years' experience in construction project -CV, certification, registration body documents submitted -Proof of qualification -Authorised body registration (ECSA, SACPCMP, etc) -Track record on similar works, with contactable references	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources has eight (8) or more years' experience in construction project -CV, certification, registration body documents submitted -Proof of qualification -Authorised body registration (ECSA, SACPCMP, etc) -Track record on similar works, with contactable references

## T2.2-07: Evaluation Schedule – Quality Management [15]

Reference Standard; (Refer to **Annexure C1**) QAL-STD-0001 General Quality Requirements for Contractors and Suppliers.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

- Quality Manual that is aligned to ISO 9001:2015 QMS requirements. (4)
- Quality Policy that is aligned to ISO 9001:2015 requirements. (1)
- Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers. (4)
- Quality Officer with a Quality diploma / Technical diploma with ISO 9001:2015 Quality Management System certificates, MUST have a minimum of 3 years' experience in similar projects.: (3)
- Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.(3)

**Attached submissions to this schedule:**

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

The scoring of the Quality Management will be as follows:

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
<b>No PQP Submitted</b>	Project Quality Plan contains 1 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Project Quality Plan contains 2 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Project Quality Plan contains 3 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Project Quality Plan contains 4 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Policy contains all Five key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization
<b>No Quality manual submitted</b>	Quality manual contains <b>1</b> of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality manual contains <b>2</b> of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality manual contains <b>3</b> of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality manual contains <b>4</b> of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality manual contains all <b>5</b> of the QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation

<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
<b>No Quality policy submitted.</b>	Quality Policy contains 1 of 5 key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Quality Policy contains 2 of 5 key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Quality Policy contains 3 of 5 key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Quality Policy contains 4 of 5 key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Quality Policy contains all Five key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization
<b>No CVs submitted</b>	CV with neither quality diploma / technical diploma with ISO 9001:2015 QMS certificate nor quality experience	CV with less than 3 years quality experience with no quality or technical qualification and ISO 9001:2015 QMS certificate	CV with 3-5 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	CV with 6-10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	CV with more than 10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate



<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
<b>No QCP submitted</b>	Quality Control Plan contains 1 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories	Quality Control Plan contains 2 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories	Quality Control Plan contains 3 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories	Quality Control Plan contains 4 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories	Quality Control Plan contains all 5 of the QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

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## **T2.2-08: Evaluation Schedule: Health and Safety Management**

**[5]**

The tenderer must submit the following documents as a minimum with the tender submission:

1. Company Signed Health and Safety Plan as per scope of work and the tenderer must include these minimum requirements: [1]
  - Project Scope
  - Health & Safety Policy
  - Hazard Identification & Risk Assessment
  - Legal & Other requirements
  - Accountabilities & Responsibilities
  - Competence, training & awareness
  - Occupational Health & Hygiene
  - Working at Heights
  - Incident Reporting & Investigation
  - Audits & Inspections
  
2. Signed and dated H&S Policy covering the following five elements [0.5]
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - Hold management accountable for development of the safety systems,
  - Include objectives and targets.
  
3. Roles and responsibilities of legal appointees in terms of Occupational Health and Safety Act 85 (85 of 1993) and regulations including CV, Qualifications & Registration where applicable: [0.5]
  - Sec. 16(2) - Delegated Authority (Assistant CEO)
  - Supervisor

- 
- Safety Officer/ Manager registered with SACPCMP
  - Risk Assessor
  - Incident Investigator
  - Construction Manager registered with SACPCMP
4. List of job categories for project and competencies required per category and develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons of legal appointees in terms of Occupational Health and Safety Act 85 (85 of 1993) and regulations. [0.5]
5. Overview of the tenderer's Risk Assessment methodology, and submission of Risk Assessment indicating at least 5 major activities (list not exhaustive) of the works and how the risks will be addressed and mitigated, and must be inline with the scope of work (SoW). [2]
- Diving activities
  - Launching and towing.
  - Working on heights
  - Welding and grinding
  - Electrical Installation.
6. Complete and return the tender documentation (Contractor Safety Questionnaire) included as a returnable document, and attach all required supporting documents: [0.5]
- Valid Letter of Good Standing
  - Safety Induction/ Orientation Booklet or Similar
  - Valid ISO 45001: 2018 Certification
  - Previously H&S Recognition Certification



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

Score	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
<b>1</b>	No information provided or Generic Health and Safety Plan that is not aligned to the Scope of Work or H&S Plan not signed=0%	The tenderer has submitted signed Health and Safety Plan as per Scope of Work including minimum of <b>four (4)</b> of the H&S Plan requirements=20%	The tenderer has submitted signed Health and Safety Plan as per Scope of Work including <b>five (5)</b> H&S Plan requirements=40%	The tenderer has submitted signed Health and Safety Plan as per Scope of Work including <b>six (6) - seven (7)</b> H&S Plan requirements=60%	The tenderer has submitted signed Health and Safety Plan as per Scope of Work including <b>eight (8) - ten (10)</b> H&S Plan requirements=80%	The tenderer has submitted signed Health and Safety Plan as per Scope of Work and including <b>other additional</b> above the ten (10) H&S Plan requirements=100%
<b>0.5</b>	No information provided or Health and Safety Policy not signed and /or dated by the Chief Executive Officer/ Director=0%	The tenderer has submitted Health and Safety Policy signed and dated by the CEO/ Director including <b>one (1)</b> key element=20%	The tenderer has submitted Health and Safety Policy signed and dated by the CEO/ Director including <b>two (2)</b> key elements=40%	The tenderer has submitted Health and Safety Policy signed and dated by the CEO/ Director including <b>three (3)</b> key elements=60%	The tenderer has submitted Health and Safety Policy signed and dated by the CEO/ Director including <b>four (4)</b> key elements=80%	The tenderer has submitted Health and Safety Policy signed and dated by the CEO/ Director including <b>five (5)</b> key elements=100%
<b>0.5</b>	No information submitted=0%	The tenderer has submitted <b>one (1)</b> role and responsibility of legal appointees in terms of OSH Act,	The tenderer has submitted <b>two (2)</b> roles and responsibilities of legal appointments in	The tenderer has submitted <b>three (3)</b> roles and responsibility of legal appointees in terms of OSH Act, 85 of	The tenderer has submitted <b>four (4)</b> roles and responsibility of legal appointees in terms of OSH Act, 85 of	The tenderer has submitted <b>five (5) - six (6)</b> roles and responsibility of legal appointees in terms of



Score	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
		85 of 1993 and regulations=20%	terms of OSH Act, 85 of 1993 and regulations=40%	1993 and regulations=60%	1993 and regulations=80%	OSH Act, 85 of 1993 and regulations=100%
<b>0.5</b>	No information provided or Training Matrix not signed=0%	The tenderer has submitted a signed training matrix including <b>one (1)</b> key responsible personnel=20%	The tenderer has submitted a signed training matrix including <b>two (2)</b> key responsible personnel=40%	The tenderer has submitted a signed training matrix including <b>three (3)</b> key responsible personnel=60%	The tenderer has submitted a signed training matrix including <b>four (4)</b> key responsible personnel=80%	The tenderer has submitted a signed training matrix including <b>five (5) or more</b> key responsible personnel=100%
<b>2</b>	No information provided or Risk Assessment submitted but not aligned with Scope of Work=0%	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>one (1)</b> major activity are provided aligned to Scope of Work=20%	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>two (2)</b> major activities are provided aligned to Scope of Work=40%	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>three (3)</b> major activities are provided aligned to Scope of Work=60%	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>four(4)</b> major activities are provided aligned to Scope of Work=80%	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment and <b>five (5)</b> major activities are provided and aligned to Scope of Work=100%



<b>Score</b>	<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
	<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
<b>0.5</b>	No information provided or Health & Safety Questionnaire is not fully completed and no supporting documents=0%	The tenderer has submitted fully completed Health and Safety Questionnaire, but no supporting documents attached=20%	The tenderer has submitted fully completed Health and Safety Questionnaire and <b>one (1)</b> supporting document attached=40%	The tenderer has submitted fully completed Health and Safety Questionnaire and <b>two (2)</b> supporting documents attached=60%	The tenderer has submitted fully completed Health and Safety Questionnaire and <b>three (3)</b> supporting documents attached=80%	The tenderer has submitted fully completed Health and Safety Questionnaire and <b>four (4)</b> supporting documents attached=100%

## T2.2-09: Evaluation Schedule: Environmental Management [5]

The Tenderer must review the following documents in preparation to meeting the environmental requirements, namely:

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
  - b) Transnet Construction Environmental and Sustainability Specification (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0
  - c) Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-CLO-SUS-11386 Rev 1.0
1. The tenderer must provide a project specific **Environmental Management Plan**. This plan must be clear on the following (1)
    - a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
    - b. The method and frequency of monitoring the implementation of the impact management actions.
    - c. A description of how the environmental incidents will be managed on site.
    - d. An indication of the roles and responsibilities in the implementation of the impact management actions.
    - e. Records to be kept.
    - f. How non-conformance/non-compliance will be dealt with.
  2. The tenderer must provide an **Environmental Policy** signed by Top Management that displays the following key components, namely: (1)
    - a. Commitment to comply with all applicable environmental laws, regulations and standards.
    - b. Commitment to pollution prevention
    - c. Emphasize the organisation's commitment to continual improvement in environmental performance.
    - d. Address the sustainable use of resources/ resource conservation.
    - e. Is communicated to all employees working for or on behalf of the Contractor.
  3. Provide a CV showing environmental staff competencies, **experience and environmental qualification** (Degree/Diploma) relevant to environmental management functions, who

will form part of the key environmental officer. **(Proof of Qualification must be submitted)** (2)

4. The tenderer must provide a **list of projects** where construction environmental management duties have been executed including a brief description of such duties as listed on company's experience reference letters. (1)

**The scoring of the Tenderer’s Environmental Submission will be as follows:**

**Site specific Environmental management system**

	<b>Environmental Management Plan</b>	<b>Environmental Policy</b>	<b>Environmental Officer Qualification</b>	<b>Environmental Officer Experience</b>	<b>List of projects where construction environmental management duties have been executed</b>
<b>Points</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information or submitted Qualifications not in the Natural Science or Environmental Studies to determine a score.	Environmental officer has <1 year of relevant on-the-job experience.	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	EMP only responds to 1-2 of the items listed under paragraph 1 in T2.2-09.	Policy addresses 1 of the required elements listed under paragraph 2 in T2.2-09.	Environmental officer is in possession of a relevant Certificate in Natural Science or Environmental Studies	Environmental officer has ≥1 year but ≤3 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 1 project.

	<b>Environmental Management Plan</b>	<b>Environmental Policy</b>	<b>Environmental Officer Qualification</b>	<b>Environmental Officer Experience</b>	<b>List of projects where construction environmental management duties have been executed</b>
<b>Points</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Score 40</b>	EMP only responds to 3 of the items listed under paragraph 1 in T2.2-09.	Policy addresses 2 of the required elements listed under paragraph 2 in T2.2-09.	Environmental officer is in possession of a Diploma in Natural Science or Environmental Studies	Environmental officer has >3 years but ≤4 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 2 projects.
<b>Score 60</b>	EMP only responds to 4 of the items listed under paragraph 1 in T2.2-09.	Policy addresses 3 of the required elements listed under paragraph 2 in T2.2-09.	Environmental officer is in possession of a Bachelor's degree/ B Tech in Natural Science or Environmental Studies.	Environmental officer has >4 years but ≤8 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 3 projects.

	<b>Environmental Management Plan</b>	<b>Environmental Policy</b>	<b>Environmental Officer Qualification</b>	<b>Environmental Officer Experience</b>	<b>List of projects where construction environmental management duties have been executed</b>
<b>Points</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Score 80</b>	EMP only responds to 5 of the items listed under paragraph 1 in T2.2-09.	Policy addresses 4 of the required elements listed under paragraph 2 in T2.2-09.	Environmental officer is in possession of a Bachelor's degree with Honours in Natural Science or Environmental Studies.	Environmental officer has >8 but ≤10 years relevant on-the-job experience.	Tenderer has only executed environmental management duties in 4 projects.
<b>Score 100</b>	EMP responds to all the items listed under paragraph 1 in T2.2-09.	Policy addresses all of the required elements listed under paragraph 2 in T2.2-09.	Environmental officer is in possession of a master's degree in Natural Science or Environmental Studies.	Environmental officer has >10 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 5 projects.



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

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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



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

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

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

Name of Company/Members of Joint Venture:

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







## T2.2-15: Schedule of Proposed Subcontractors

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work

<b>% Black Owned</b>	<b>EME</b>	<b>QSE</b>	<b>Youth</b>	<b>Women</b>	<b>Disabilities</b>	<b>Rural/ Underdeveloped areas/ Townships</b>	<b>Military Veterans</b>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Name of Proposed Subcontractor</b>			<b>Address</b>		<b>Nature of work</b>	<b>Amount of Worked</b>	<b>Percentage of work</b>	
<b>% Black Owned</b>	<b>EME</b>	<b>QSE</b>	<b>Youth</b>	<b>Women</b>	<b>Disabilities</b>	<b>Rural/ Underdeveloped areas/ Townships</b>	<b>Military Veterans</b>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



## T2.2-16: Availability of Equipment and Other Resources

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

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment

## T2.2-17: 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 SBD 6.1 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 4 must be completed for each tender and be attached as a requirement.**

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

<b>DESCRIPTION</b>	<b>POINTS</b>
PRICE	90
B-BBEE Level of contributor (1 or 2)	3.00
The promotion of enterprises located in Western Cape province for work to be done or services to be rendered in that municipal area	3.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	4.00
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or

groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 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

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

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. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities. II. Entities with a specified minimum B-BBEE level (1 and 2)	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.



<p>III. EMEs and/or QSEs who are 51% black-owned.</p>	
<p>The promotion of enterprises located in the Western Cape province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIP - Registered address of entity</p>

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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>.]</p>
<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

<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.

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

## **5. BID DECLARATION**

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

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

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

## **7. SUB-CONTRACTING**

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

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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



**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

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

## 8.6 COMPANY CLASSIFICATION

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

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

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

## BIDDER'S DISCLOSURE

## SBD4

### 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.

Full Name	Identity Number	Name of State institution

<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.

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the

<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.

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



## **T2.2-18 NON-DISCLOSURE AGREEMENT (2023)**

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

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

### **TRANSNET SOC LTD**

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

**and**

.....  
.....

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

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

### **WHEREAS**

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

### **IT IS HEREBY AGREED**

## 1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
  - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities,

know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

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

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

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- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-19: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-22 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding 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).
- 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)



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- 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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## T2.2-20: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

\_\_\_\_\_  
SIGNATURE OF TENDER

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

NAME OF TENDERING ENTITY:

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

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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\_\_\_\_

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SIGNATURE OF TENDERER

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

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

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## **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.

## **OBJECTIVES**

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.

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## COMMITMENTS OF TRANSNET

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

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.

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.

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.

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.

## OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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,

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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.

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



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the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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.

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.

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.

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.

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.

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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.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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;

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- 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.

## **INDEPENDENT TENDERING**

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.

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.

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.

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.

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.

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.

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.

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## **DISQUALIFICATION FROM TENDERING PROCESS**

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.

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.

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.

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

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

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concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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.

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.

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.

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.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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.

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.

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.

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## PREVIOUS TRANSGRESSIONS

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.

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.)

## SANCTIONS FOR VIOLATIONS

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.



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## CONFLICTS OF INTEREST

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.

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.

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.

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.

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## DISPUTE RESOLUTION

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 0 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.

## GENERAL

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

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.

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.

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

---

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

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

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

Signature .....

Date .....

## T2.2-23: Supplier Code of Conduct

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

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

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

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

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

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

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

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

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***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

\_\_\_\_\_

Signatu

## T2.2-24 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

## 2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
  - a) Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### Acceptance of Service Levels:

YES	
-----	--

NO	
----	--



## **T2.2-25 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 (.....) 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 \_\_\_\_\_ 20

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



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

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

.....

(Operator)

Authorised signatory for and on behalf of ..... who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

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

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

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

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

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TNPA/2023/07/0011/34733 /RFP	ISSUE DATE:	31/01/24	CLOSING DATE:	06/03/24	CLOSING TIME:	16:00
DESCRIPTION	REPLACEMENT OF STURROCK DRY DOCK (SDD) INNER CAISSON GATE AT THE PORT OF CAPE TOWN FOR A PERIOD OF 24 MONTHS						

**BID RESPONSE DOCUMENTS SUBMISSION**

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED** (*please refer to Annexure B1 for a detailed process on how to upload submissions*):

<https://transnettenders.azurewebsites.net>

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO****TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>Phelokazi Madaki</b>	CONTACT PERSON	<b>Phelokazi Madaki</b>
E-MAIL ADDRESS	<a href="mailto:tnpatenderenquiries3@transnet.net">tnpatenderenquiries3@transnet.net</a>	E-MAIL ADDRESS	<a href="mailto:tnpatenderenquiries3@transnet.net">tnpatenderenquiries3@transnet.net</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**



<p><b>2 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>3 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

- 1. TAX COMPLIANCE REQUIREMENTS**
- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
  - 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
  - 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
  - 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
  - 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
  - 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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



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SIGNATURE OF BIDDER: .....

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

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

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

## T2.2-27: 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.

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 50,000,000			
(Other)			



## T2.2-28: 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

## T2.2-29: Foreign Exchange Requirements

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

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

Items & activities	Currency	Bank	Maximum payment

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

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

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

## T2.2-30: Forecast Rate of Invoicing

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

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

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## **T2.2-31: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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## **T2.2-32 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **SBD 5**

#### **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

##### **INTRODUCTION**

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

##### **1. PILLARS OF THE PROGRAMME**

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

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

or

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

or

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

or

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

- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid number;

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

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



## T2.2-33: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

<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				



## 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:

### **Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months**

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

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

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

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

Signature(s)

Name(s) .....

Capacity .....

**For the tenderer:**

.....  
*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number:

---

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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



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Description of the Works: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>





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	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority, a division of Transnet SOC Ltd 34 South Arm Road Cape Town South Africa 8000</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBA</b>
	Address	
	Tel	
	e-mail	
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>Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Workspace and Storage space Overhead Crane Welding Fabrication tools</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>Contractor workshop or working areas and as stated in Part C4.1. The Contractor's Site and "Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>

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13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>2 weeks</b>	
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>24 months upon contract start date</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Submission of SHE file</b>	<b>Two (2) weeks after signing contract</b>
		<b>2</b>	
		<b>3</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Port of Cape Town</b>	<b>On approval of Contractor's SHE file and all applicable HSE requirements (Letter of good standing) and site access certificate</b>
		<b>2</b>	
		<b>3</b>	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>When access is given and approval of contractors SHE file, and all applicable HSE requirements</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	



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35.1 The *Employer* is not willing to take over the *works* before the Completion.

---

#### **4 Testing and Defects**

42.2 The *defects date* is **52 (fifty-two) weeks after Completion of the whole of the *works*.**

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43.2 The *defect correction period* is **2 weeks**

---

#### **5 Payment**

50.1 The *assessment interval* is **15<sup>th</sup> (Fifteen) day of each successive month.** monthly on the

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51.1 The *currency of this contract* is **South African Rand.** the

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51.2 The period within which **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.** payments are made is

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

---

#### **6 Compensation events**

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

**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.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**



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The place where weather is to be recorded (on the Site ) is: **The *Contractor's* Site establishment area**

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

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>N/A</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>



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The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

- 84.2 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
- 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.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**



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



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**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*.**

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

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

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

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

**The Contractor will provide the Contracts Manager a copy of all the insurances and it will not lapse.**

**9 Termination**

**There is no additional Contract Data required for this section of the *conditions of contract*.**

**10 Data for main Option clause**

**B Priced contract with Bill of Quantities**

**No additional data is required for this Option.**



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60.6 The *method of measurement* is **The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.**

## 11 Data for Option W1

W1.1 The *Adjudicator* is **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.**

W1.2(3) The *Adjudicator nominating body* is: **The Chairman of the Association of Arbitrators (Southern Africa)**  
 If no *Adjudicator nominating body* is entered, it is: **the Association of Arbitrators (Southern Africa)**

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is **Cape Town, South Africa**

The person or organisation who will choose an arbitrator **The Chairman of the Association of Arbitrators (Southern Africa)**  
 - if the Parties cannot agree a choice or  
 - if the arbitration procedure does not state who selects an arbitrator, is

## 12 Data for secondary Option clauses

### X1 Price adjustment for SEIFSA inflation

X1.1(a) The *base date* for indices is **One Month before Tender Closing**

X1.1(c) The proportions used to calculate the Price Adjustment Factor are: **Pro-linked to for: Index prepared portion**





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<b>0.30</b>	<b>Labour (People) SEIFSA – Table C3</b>	<b>The SEIFSA Labour Indices: Table C-3</b>
<b>0.15</b>	<b>Plant (Equipment)</b>	<b>The “Plant and Equipment” index in P-2 (Mining and construction plant and equipment price index) of the SEIFSA latest table of indices</b>
<b>0.04</b>	<b>Material (Civil) SEIFSA – Table E-EX</b>	<b>The “Civil Engineering Material - Total” index in Table 6 (Civil engineering material price indices) of the SEIFSA table G-3</b>
<b>0.04</b>	<b>Material (Electrical)</b>	<b>The Electrical motor indices SEIFSA table J4 and ruling price of electrical cable manufacturing material table N</b>
<b>0.13</b>	<b>Material (Mechanical)</b>	<b>The Electrical motor indices SEIFSA table J4 and ruling price of electrical cable manufacturing material table N</b>
<b>0.33</b>	<b>Material (Structural) SEIFSA – Table Q-1(A)</b>	<b>Stainless Steel Corrosion Resisting Steel 3CR12</b>



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		<b>0.01</b>	<b>Fuel</b>	<b>The SEIFSA petroleum product index table L-2</b>
		<b>1.00</b>		
		<b>0.15</b>	<b>Non-adjustable</b>	
	<b>*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices</b>			
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>		
<b>X3</b>	<b>Multiple Currencies (used only with Options B)</b>			
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option, refer to NEC ECC book</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 19 700.00 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, on demand. Original to be handed to the Contracts Manager</b>		
<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>The deductible of the relevant insurance policy<br/>And the actual consequential loss</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 Total of the Prices</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>5 years after Completion of the whole of the works</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><i>The total of the prices</i></b>  |
| X18.5 | The <i>end of liability date</i> is   | <b>5 years after Completion of the whole of the works</b>                                    |

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

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**Z3**      **Additional clause relating to Performance Bonds and/or Guarantees**

**Z3.1**      **The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*. The original Performance Bond will be given to Cape Town Finance, and signed for and a copy to the Contracts Manager**

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## **Z4 Additional clauses relating to Joint Venture**

### **Z4.1**

**Insert the additional core clause 27.5**

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

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

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



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		<ul style="list-style-type: none"> <li>iii. <b>Identification of the roles and responsibilities of the constituents to provide the Works.</b></li> <li>• <b>Financial requirements for the Joint Venture:</b> <ul style="list-style-type: none"> <li>iv. <b>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;</b></li> <li>v. <b>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</b></li> </ul> </li> </ul>
<b>Z4.2</b>		<b>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>.</b>
<b>Z5</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z5.1</b>		<p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li>• <b>commenced business rescue proceedings (R22)</b></li> <li>• <b>repudiated this Contract (R23)</b></li> </ul>



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<b>Z5.2</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>Z5.3</b>		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z7</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z7.1</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 access to National Key Points for the following without limitations:</p> <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>Z8</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	<p>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.</p>

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<b>Z9</b>	<b>Protection of Personal Information Act</b>	<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>
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## C1.2 Contract Data

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

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

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

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



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

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

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

## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

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

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

Option X4: Parent company guarantee

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 Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

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

Date:

Dear Sirs,

### Parent Company Guarantee for Contract No.

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

**{Transnet SOC Ltd, 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  
*Contractor's* parent  
company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Works in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Works, we hereby agree to cause to Provide the Works at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.

4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of any Supreme Court of South Africa with competent jurisdiction.

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

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

**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

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prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
  - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:  
  
(say)  
  
\_\_\_\_\_
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 \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
at \_\_\_\_\_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____





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## PART 2: PRICING DATA

Document reference	Title	No of pages
	This Cover	1
C2.1	Pricing instructions: Option B	3
C2.2	<i>The bill of quantities</i>	46
	<b>Total number of pages</b>	<b>50</b>



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## C2.1 Pricing instructions: Option B

### The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

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

### Function of the Bill of Quantities

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

### Guidance before pricing and measuring

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

Historically bill of quantities-based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or



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services not directly related to performing work items typically included in other parts of the bill.

## Measurement and payment

### Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>4</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

### General assumptions

**Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.**

<sup>4</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



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**The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.**

**Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.**

**Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.**

**An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.**

**The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.**

**The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.**



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## C2.2 Bill of Quantities

Item No	Short Description	Unit	Quantity	Rate	Amount
	<p><b>SECTION: A</b></p> <p><b>PRELIMINARY &amp; GENERAL</b></p> <p><b>Allow for all costs and expenses in connection with the following items:</b></p> <p><b><u>Fixed-charge items</u></b></p> <p><b>General requirements and conditions</b></p> <p><u>Contractual requirements:</u></p> <p>A1 Contractual requirements Sum 1.00</p> <p><u>Establishment of facilities for engineer:</u></p> <p><u>Furnished offices</u></p> <p>A2 a) Sturrock Dry Dock Sum 1.00</p> <p>A3 b) Synchro lift Sum 1.00</p> <p><u>Name boards</u></p> <p>A4 a) Sturrock Dry Dock Sum 1.00</p> <p>A5 b) Synchro Lift Sum 1.00</p> <p><u>Establishment of facilities for contractor:</u></p> <p>Offices and storage sheds:</p> <p>A6 a) Sturrock Dry Dock Sum 1.00</p> <p>A7 b) Synchro-Lift Sum 1.00</p> <p>Living accommodation:</p> <p>A8 a) Sturrock Dry Dock Sum 1.00</p> <p>A9 b) Synchro Lift Sum 1.00</p>				



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Item No	Short Description	Unit	Quantity	Rate	Amount
	Ablution and latrine facilities:				
A10	a) Sturrock Dry Dock	Sum	1.00		
A11	b) Synchro Lift	Sum	1.00		
A12	<b><u>Tools and equipment</u></b>				
	Water supplies, electric power and communications :				
A13	a) Sturrock Dry Dock	Sum	1.00		
A14	b) Synchro Lift	Sum	1.00		
	Dealing with water:				
A15	a) Sturrock Dry Dock	Sum	1.00		
A16	b) Synchro Lift	Sum	1.00		
	Access:				
A17	a) Sturrock Dry Dock	Sum	1.00		
A18	b) Synchro Lift	Sum	1.00		
	Plant:				
A19	a) Sturrock Dry Dock	Sum	1.00		
A20	b) Synchro Lift	Sum	1.00		
	<b><u>Other Fixed-charge Obligations:</u></b>				
A21	Survey, setting out and preparation of as-built drawings.	Sum	1.00		
A22	Designs, drawings and approvals required for the works (including PrArch.) (Capped at 5% of total contract value)	Sum	1.00		
A23	Soil testing equipment.	Sum	1.00		
A24	Environmental management.	Sum	1.00		
Item No	Short Description	Unit	Quantity	Rate	Amount

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					Amount
A25	1) Compile a Site Specific Environmental Management Plan (refer to C3 Clause 4)	Sum	1.00		
A26	<p><b>Health and safety:</b> The contractor shall comply with the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 19093 (Act No. 85 of 1993) with reference to the C3 Clause 3. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Removal of site establishment:</p>	Sum	1.00		
A27	a) Sturrock Dry Dock	Sum	1.00		
	b) Synchro Lift	Sum	1.00		
	Removal of site establishment:				
A28	a) Sturrock Dry Dock	Sum	1.00		
A29	b) Synchro Lift	Sum	1.00		
	<u>General</u>				
A30	Instruction manuals and guarantees	Sum	1.00		
A31	As built information	Sum	1.00		
	<u>Samples, Shop Drawings &amp; Manufacturers Instructions</u>				
A32	Samples of materials	Sum	1.00		
A33	Workmanship samples	Sum	1.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
A34	Drawings: Workshop/Construction and "As Builts" Related all components of the System/Scope for Sturrock Floating Gate	Sum	1.00		
	Mobilisation of marine plant:				
A35	a) Sturrock Dry Dock	Sum	1.00		
A36	b) Synchro Lift	Sum	1.00		
	<b><u>Plant Hire</u></b>				
	Set-up of Fabrication Yard:				
A37	a) Sturrock Dry Dock	Sum	1.00		
A38	b) Synchro Lift	Sum	1.00		
	Set-up of Assembly Yard:				
A39	a) Sturrock Dry Dock	Sum	1.00		
A40	b) Synchro Lift	Sum	1.00		
	Concrete batch plant (if required):				
A41	a) Sturrock Dry Dock	Sum	1.00		
A42	b) Synchro Lift	Sum	1.00		
	Temporary support, scaffolding and rigging:				
A43	a) Sturrock Dry Dock	Sum	1.00		
A44	b) Synchro Lift	Sum	1.00		
	Demobilisation of Fabrication Yard:				
A45	a) Sturrock Dry Dock	Sum	1.00		
A46	b) Synchro Lift	Sum	1.00		
A47	Other Items not covered above: Item 1: ... Item 2: ...	Sum	1.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
A48	All other fixed-charge obligations  <b>Other deliverables:</b>	Sum	1.00	A48	All other fixed-charge obligations
A49	Operation and Maintenance Manuals Complete for Floating Gate  <b>Testing and Completion activities:</b>	Sum	1.00		
A50	Tests on Completion and Optimisation (hot commissioning) (excluding pre-commissioning) Commissioning tests including putting the whole of the Works into operation (Sturrock Floating Gate)	Sum	1.00		
A51	Inclining Experiment (refer to C3 Annexure A Naval Architecture Specifications)	Sum	1.00		
A52	Caisson Functional Test: Scuttling trail run, groove seal and fit test, to confirm no leaking at both grooves after 2 hours in place.	Sum	1.00		
A53	Taking Over of Complete Works at End of Defects Correction Period  <b>Time-related items</b>	Sum	1.00		
	<b>General requirements and conditions:</b>				
A54	Contractual requirements	month	24.00		
A55	Environmental management obligations	month	24.00		
	Site Facilities Complete: Establishment				
A55	a) Sturrock Dry Dock	month	24.00		
57	b) Synchro Lift	month	24.00		
	Site Facilities Complete: Removal				
A58	a) Sturrock Dry Dock	month	24.00		
A59	b) Synchro Lift	month	24.00		
	Provision of Site Office for Engineer's Representative:				
A60	a) Sturrock Dry Dock	month	24.00		
A61	b) Synchro Lift	month	24.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
A62	Provision of Water Supply, Electrical Supply, Communications, Drainage and Access a) Sturrock Dry Dock	month	24.00		
A63	b) Synchro Lift	month	24.00		
	Contractor's Superintendence and Management				
	Site Security:	month	24.00		
A64	a) Sturrock Dry Dock	month	24.00		
A65	b) Synchro Lift	month	24.00		
A66	Preparation and Maintenance of Quality Control Plan (QCP)	month	24.00		
	<b>Health and Safety:</b>				
A67	All requirements and obligations as per the Health and Safety Specifications, and in accordance with the Occupational Health and Safety Act (85 of 1993), Construction Regulations, 2003, including all required permits	month	24.00		
A68	Risk assessments, Transnet Site induction and permits, Safe Work Procedures and Method Statements	month	24.00		
A69	Updating of Health and Safety Plan/File	month	24.00		
A70	Accident prevention officer/ Health and Safety Specialist	month	24.00		
A71	Medical assessment of employees	month	24.00		
A72	Maintenance of Health and Safety File and Close out at end of project	month	24.00		
A73	All other time-related obligations	month	24.00		
A74	Gas Free Inspection	month	24.00		
A75	Hot Works Permit	month	24.00		
	Waste Disposal per bin:				
A76	a) Sturrock Dry Dock	month	24.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
A77	b) Synchro Lift <b>Training:</b> The sum shall cover all activities necessary in preparing and delivering the training requirements for the contract including process documentation. This includes process training, operator training, equipment training, systems training, maintenance training etc. Applicable to both Robinson and Sturrock Dry Docks	month	24.00		
A78	<b>Other:</b> All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (Specify)	month	24.00		
A79		month	24.00		
A80	Site Supervision	month	24.00		
A81	Company and head office overhead costs  <b>Use of TNPA facilities:</b>	month	24.00		
A82	Synchro lift	month	24.00		
A83	A Berth	month	24.00		
A84	Sturrock Dry Dock	month	24.00		
A85	Freddy's Quay	month	24.00		
A86	Towage by TNPA	month	24.00		
A87	Barge  <b>Temporary Works:</b>	month	24.00		
A88	Provision of scaffolding	month	24.00		
A89	Dealing with traffic and access	month	24.00		
A90	Working in Water	month	24.00		
A91	Provision of craneage for erection	month	24.00		
A92	Firewatch	month	24.00		
A93	Security	month	24.00		
A94	Temporary support and rigging	month	24.00		
	<b>TOTAL SECTION A: Carried to Summary</b>				R

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Description of the Works: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

Item No	Short Description	Unit	Quantity	Rate	Amount
	<p><b>SECTION: B</b></p> <p><b>SUNDRIES</b></p> <p><b>Allow for all costs and expenses in connection with the following items:</b></p> <p><b><u>Contractor Design and Documentation</u></b></p> <p><b>Design and provision of Contractor's Documents required as the per the Works Information</b></p>				
B1	Contractors Design	Sum	1.00		
B2	3D Model of Final As-Built Floating Gate	Sum	1.00		
B3	HAZOP4 study	Sum	1.00		
B4	Design of operation and control system	Sum	1.00		
B5	Professional videography of project	Sum	1.00		
B6	Professional photography of project	Sum	1.00		
B7	All other Contractor's Design requirements	Sum	1.00		
	<p><b><u>Provisional Sums:</u></b></p> <p>Others sums stated provisionally by the Engineer</p>				
B8	Temporary relocation of existing services or equipment as directed by the Engineer Up to a predetermined value of R300 000.00	Prov sum		R300 000.00	R300 000.00
B9	Percentage adjustment on Item B8 for Contractor's design, sourcing quotes, procurement, superintendence, management and for overheads, mark-up and profit (expressed as a percentage of the provisional sum amount)	%			
	<p><b>Others sums stated provisionally by the Engineer:</b></p>				

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Item No	Short Description	Unit	Quantity	Rate	Amount
B10	Diving inspections Required up to predetermined value of R200 000.00	Prov sum		R200 000.00	R200 000.00
B11	Percentage adjustment on Item B20 for Contractor's design, sourcing quotes, procurement, superintendence, management and for overheads, mark-up and profit (expressed as a percentage of the provisional sum amount)	%			
B12	Alterations to existing services or equipment as directed by the Engineer up to the predetermined value of R200 000.00	Prov sum		R200 000.00	R200 000.00
B13	Percentage adjustment on Item for Contractor's design, sourcing quotes, procurement, superintendence, management and for overheads, mark-up and profit (expressed as a percentage of the provisional sum amount)	%			
B14	Independent inspectorate for inspection of equipment up to predetermined value of R200 000.00	Prov sum		R200 000.00	R200 000.00
B15	Charges and profit on independent inspectorate (expressed as a percentage of the provisional sum amount)	%			
B16	Visualisation models for training and plant familiarization predetermined value of R200 000.00	Prov sum		R200 000.00	R200 000.00
B17	Percentage adjustment on Item for Contractor's design, sourcing quotes, procurement, superintendence, management and for overheads, mark-up and profit (expressed as a percentage of the provisional sum amount)	%			
	<b><u>General</u></b>				
B18	Operating instructions and signage, as specified	Sum	1.00		
B19	Precautions against flooding of the Works	Sum	1.00		
B20	Design, options analysis and planning of temporary works	Sum	1.00		
B21	Inspections and Testing	Sum	1.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b><u>Daywork</u></b> (Provisional)				
B22	Allow for the cost of all labour (at full cost of employment), materials and plant, including overheads and profit, superintendence and management				
	<u>Labour:</u>				
B23	Commissioning Engineer	h	60.00		
B24	Design Engineer/Naval Architect	h	80.00		
B25	General foreman	h	100.00		
B26	Skilled labour (Artisan/Electrician)	h	100.00		
B27	Welder	h	50.00		
B28	Unskilled labour (Labourer)	h	200.00		
B29	Electrical foreman	h	100.00		
B30	Cable jointer	h	60.00		
B31	Quality Controller	h	60.00		
B32	Welding Inspector	h	60.00		
B33	Other Labour	h	60.00		
	<b>Other:-</b>				
B34	All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (Specify)				
	<b>TOTAL SECTION B: Carried to Summary</b>				R

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Item No	Short Description	Unit	Qty	Rate	Amount
	<p><b>SECTION: E1</b></p> <p><b>CAISSON GATE ELECTRICAL</b></p> <p>-  <b>Allow for all the costs and expenses in connection with the design, manufacture, routine testing, factory acceptance testing (if indicated), supply, delivery, offloading and storage of the following materials and equipment:</b></p> <p><b>IP65 minimum Distribution Board Panels complete. Factory acceptance testing for two persons included.</b></p>				
E1.1	Supply	No	1.00		
E1.2	Installation	No	1.00		
E1.3	Testing and Commissioning	No	1.00		
	<p><b>IP65 minimum pedestal mounted portable generator connection box with a IP66 63A 5 pin 400VAC male socket outlet complete.</b></p>				
E1.4	Supply	No	1.00		
E1.5	Installation	No	1.00		
	<p><b>Lighting</b></p> <p><b>Type A: IP66 minimum 41W LED Vapour Proof Fitting</b></p>				
E1.6	Supply	No	26.00		
E1.7	Installation	No	26.00		
	<p><b>Type A: IP66 minimum 41W LED Vapour Proof Fitting (with battery back-up for Emergency)</b></p>				
E1.8	Supply	No	10.00		
E1.9	Installation	No	10.00		
	<p><b>Type B: IP66 minimum 19W LED Floodlight Fitting,</b></p>				
E1.10	Supply	No	8.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
E1.11	Installation  <b>Type B: IP66 minimum 19W LED Floodlight Fitting (Emergency)</b>	No	8.00		
E1.12	Supply	No	4.00		
E1.13	Installation  <b>Light Switches</b>  <b>IP66 minimum 1 lever 1 way, 20A, surface mounted switch</b>	No	4.00		
E1.14	Supply	No	4.00		
E1.15	Installation  <b>IP66 minimum 1 lever 2 way, 20A, surface mounted switch</b>	No	4.00		
E1.16	Supply	No	12.00		
E1.17	Installation  <b>IP66 minimum 2 lever 1 way, 20A, flush mounted switch</b>	No	12.00		
E1.18	Supply	No			Rate only
E1.19	Installation  <b>IP66 minimum 2 lever 2 way, 20A, flush mounted switch</b>	No			Rate only
E1.20	Supply	No			Rate only
E1.21	Installation  <b>IP66 minimum 2 lever 3 way 20A, flush mounted switch</b>	No			Rate only
E1.22	Supply	No	6.00		
E1.23	Installation  <b>Power Outlets</b>  <b>IP66 minimum 3-pin 230VAC socket outlet</b>	No	6.00		





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Item No	Short Description	Unit	Quantity	Rate	Amount
E1.24	Supply	No	4.00		
E1.25	Installation	No	4.00		
	<b>IP66 minimum 32A 5-pin 400VAC male socket outlet</b>				
E1.26	Supply	No	5.00		
E1.27	Installation	No	5.00		
	<b>IP66 minimum 63A 5-pin 400VAC male socket outlet mounted in a portable back-up generator connection box</b>				
E1.28	Supply	No	1.00		
E1.29	Installation	No	1.00		
	<b>IP66 minimum 63A 5-pin 400VAC female plug</b>				
E1.30	Supply	No	2.00		
E1.31	Installation	No	2.00		
	<b>Earthing and Bonding of Electrical System</b>				
E1.32	Ensure earthing & bonding of entire electrical system to caisson gate (including all cable racking)	Sum	1.00		
E1.33	<b>Labeling of Conductors and Equipment</b>	Sum	1.00		
	<b>Spares:</b>				
E1.34	Allow for all OEM's recommended spares for items in Section E.1	Sum	1.00		
E1.35	<b>All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (Specify):-</b>	Item	1.00		
	<b>TOTAL SECTION E1: Carried to Summary</b>				R



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Item No	Short Description	Unit	Qty	Rate	Amount
	<b>SECTION: E2</b> <b>LV CABLES</b>  <b>Allow for all the costs and expenses in connection with the design, manufacture, routine testing, factory acceptance testing (if indicated), supply, delivery, offloading and storage of the following materials and equipment:</b>  <b>Cu/PVC Insulated/PVC Bedded/SWA/PVC Sheathed 600/1000V multicore cable with stranded conductors.</b>				
E2.1	2.5mm <sup>2</sup> x 3 core	m	1500.00		
E2.2	2.5mm <sup>2</sup> x 4 core	m	1000.00		
E2.3	4.0mm <sup>2</sup> x 4 core	m			Rate only
E2.4	6mm <sup>2</sup> x 4 core	m	500.00		
E2.5	10mm <sup>2</sup> x 4 core	m			Rate only
E2.6	16mm <sup>2</sup> x 4 core	m			Rate only
E2.7	25mm <sup>2</sup> x 4 core	m			Rate only
E2.8	35mm <sup>2</sup> x 4 core	m			Rate only
E2.9	50mm <sup>2</sup> x 4 core	m			Rate only
	<b>Cable terminations for Cu/PVC Insulated/PVC Bedded/SWA/PVC Sheathed 600/1000V multicore cables, complete, including gland shroud, lugs, number tags, etc and connection.</b>				
E2.10	2.5mm <sup>2</sup> x 3 core	No	50.00		
E2.11	2.5mm <sup>2</sup> x 4 core	No	26.00		
E2.12	4.0mm <sup>2</sup> x 4 core	No			Rate only
E2.13	6mm <sup>2</sup> x 4 core	No	16.00		
E2.14	10mm <sup>2</sup> x 4 core	No			Rate only



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Item No	Short Description	Unit	Quantity	Rate	Amount
E2.15	16mm <sup>2</sup> x 4 core	No			Rate only
E2.16	25mm <sup>2</sup> x 4 core	No			Rate only
E2.17	35mm <sup>2</sup> x 4 core	No			Rate only
E2.18	50mm <sup>2</sup> x 4 core	No			Rate only
	<b>600/1000V Flexible PVC Nitrile Trailing multicore cable.</b>				
E2.19	16mm <sup>2</sup> x 4 core	No	200.00		
E2.20	25mm <sup>2</sup> x 4 core	No			Rate only
	<b>Cable Terminations 600/1000V Flexible PVC Nitrile Trailing multicore cable.</b>				
E2.21	16mm <sup>2</sup> x 4 core	No	10.00		
E2.22	25mm <sup>2</sup> x 4 core	No			Rate only
	<b>Bare Copper Earth cable with stranded conductors.</b>				
E2.23	2.5mm <sup>2</sup>	m	300.00		
E2.24	4mm <sup>2</sup>	m	300.00		
E2.25	6mm <sup>2</sup>	m	500.00		
E2.26	10mm <sup>2</sup>	m			Rate only
E2.27	16mm <sup>2</sup>	m	200.00		
E2.28	25mm <sup>2</sup>	m			Rate only
E2.29	35mm <sup>2</sup>	m			Rate only
E2.30	50mm <sup>2</sup>	m			Rate only



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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>Cable terminations for bare copper earth cables, complete, including gland shroud, lugs, number tags, etc and connection.</b>				
E2.31	2.5mm <sup>2</sup>	No	80.00		
E2.32	4mm <sup>2</sup>	No	80.00		
E2.33	6mm <sup>2</sup>	No	80.00		
E2.34	10mm <sup>2</sup>	No			Rate only
E2.35	16mm <sup>2</sup>	No	10.00		
E2.36	25mm <sup>2</sup>	No			Rate only
E2.37	35mm <sup>2</sup>	No			Rate only
E2.38	50mm <sup>2</sup>	No			Rate only
	<b>Allow for all costs and expenses in connection with the Site installation of the following:</b>				
	<b>Cu/PVC Insulated/PVC Bedded/SWA/PVC Sheathed 600/1000V multicore cable with stranded conductors.</b>				
E2.39	2.5mm <sup>2</sup> x 3 core	m	1500.00		
E2.40	2.5mm <sup>2</sup> x 4 core	m	1000.00		
E2.41	4.0mm <sup>2</sup> x 4 core	m			Rate only
E2.42	6mm <sup>2</sup> x 4 core	m	500.00		
E2.43	10mm <sup>2</sup> x 4 core	m			Rate only
E2.44	16mm <sup>2</sup> x 4 core	m			Rate only
E2.45	25mm <sup>2</sup> x 4 core	m			Rate only
E2.46	35mm <sup>2</sup> x 4 core	m			Rate only
E2.47	50mm <sup>2</sup> x 4 core	m			Rate only

Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>Cable terminations for Cu/PVC Insulated/PVC Bedded/SWA/PVC Sheathed 600/1000V multicore cables, complete, including gland shroud, lugs, number tags, etc and connection.</b>				
E2.48	2.5mm <sup>2</sup> x 3 core	No	50.00		
E2.49	2.5mm <sup>2</sup> x 4 core	No	26.00		
E2.50	4.0mm <sup>2</sup> x 4 core	No			Rate only
E2.51	6mm <sup>2</sup> x 4 core	No	16.00		
E2.52	10mm <sup>2</sup> x 4 core	No			Rate only
E2.53	16mm <sup>2</sup> x 4 core	No			Rate only
E2.54	25mm <sup>2</sup> x 4 core	No			Rate only
E2.55	35mm <sup>2</sup> x 4 core	No			Rate only
E2.56	50mm <sup>2</sup> x 4 core	No			Rate only
	<b>600/1000V Flexible PVC Nitrile Trailing multicore cable.</b>				
E2.57	16mm <sup>2</sup> x 4 core	No	200.00		
E2.58	25mm <sup>2</sup> x 4 core	No			Rate only
	<b>Cable Terminations 600/1000V Flexible PVC Nitrile Trailing multicore cable.</b>				
E2.59	16mm <sup>2</sup> x 4 core	No	10.00		
E2.60	25mm <sup>2</sup> x 4 core	No			Rate only
	<b>Bare Copper Earth cable with stranded conductors.</b>				
E2.61	2.5mm <sup>2</sup>	m	300.00		
E2.62	4mm <sup>2</sup>	m	300.00		
E2.63	6mm <sup>2</sup>	m	500.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
E2.64	10mm <sup>2</sup>	m			Rate only
E2.65	16mm <sup>2</sup>	m	200.00		
E2.66	25mm <sup>2</sup>	m			Rate only
E2.67	35mm <sup>2</sup>	m			Rate only
E2.68	50mm <sup>2</sup>	m			Rate only
	Cable terminations for bare copper earth cables, complete, including gland shroud, lugs, number tags, etc and connection.				
E2.69	2.5mm <sup>2</sup>	No	80.00		
E2.70	4mm <sup>2</sup>	No	80.00		
E2.71	6mm <sup>2</sup>	No	80.00		
E2.72	10mm <sup>2</sup>	No			Rate only
E2.73	16mm <sup>2</sup>	No	10.00		
E2.74	25mm <sup>2</sup>	No			Rate only
E2.75	35mm <sup>2</sup>	No			Rate only
E2.76	50mm <sup>2</sup>	No			Rate only
E2.77	<b>Allow for all costs and expenses in connection with the Site Delivery of items in this section</b>	Sum	1.00		
	<b>Spares:</b>				
E2.78	Allow for all OEM's recommended spares for items in Section E.2	Sum	1.00		
E2.79	All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant (Specify)  .....	Sum	1.00		
	<b>TOTAL SECTION E2: Carried to Summary</b>				R

Item No	Short Description	Unit	Quantity	Rate	Amount
	<p><b>SECTION: E3</b></p> <p><b>CABLE SUPPORTS</b></p> <p>Allow for all costs and expenses in connection with design, manufacture, routine testing, factory acceptance testing (if indicated), supply, delivery, offloading and storage of the following materials and equipment:</p> <p>Cable Ladder - Stainless steel welded cable ladder, 3mm thick side rails, channel cross rungs at 300mm centres, complete with couplers, clamps, threaded rods, hangers, cantilevers, brackets etc. to fix to trusses, walls.</p>				
	<b>100 x 100mm (W x H)</b>				
E3.1	Straight length	m	100.00		
E3.2	Bends for cable ladder above	No	10.00		
	<b>200 x 100mm (W x H)</b>				
E3.3	Straight length	m	100.00		
E3.4	Bends for cable ladder above	No	10.00		
	<b>300 x 100mm (W x H)</b>				
E3.5	Straight length	m	100.00		
E3.6	Bends for cable ladder above	No	10.00		
	<b>450 x 100mm (W x H)</b>				
E3.7	Straight length	m	250.00		
E3.8	Bends for cable ladder above	No	20.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
	Wire Mesh Tray - Stainless steel welded Wire Mesh Cable Tray, 50 x 50mm Base Aperture, 25 x 50mm Side Aperture, complete with splices, couplers, clamps, threaded rods, hangers, brackets etc to fix to trusses, walls etc				
	<b>100 x 50mm (W x H), Ø 4mm Wire</b>				
E3.9	Straight length	m	100.00		
	<b>200 x 50mm (W x H), Ø 4mm Wire</b>				
E3.10	Straight length	m	100.00		
	<b>300 x 50mm (W x H), Ø 4mm Wire</b>				
E3.11	Straight length	m	100.00		
	<b>400 x 50mm (W x H), Ø 4mm Wire</b>				
E3.12	Straight length	m			Rate only
	<b>Supply stainless steel conduit</b>				
E3.13	20 Ø mm	m	200.00		
E3.14	25 Ø mm	m	200.00		
	<b>Cable Sealing Solution</b>				
E3.15	Cable Sealing Solution (Roxtec or similar equivalent)	Sum	1.00		
	<b>Allow for all costs and expenses in connection with the Site installation of the following:</b>				
	Cable Ladder - Stainless steel welded cable ladder, 3mm thick side rails, channel cross rungs at 300mm centres, complete with couplers, clamps, threaded rods, hangers, cantilevers, brackets etc. to fix to trusses, walls.				
	<b>100 x 100mm (W x H)</b>				
E3.16	Straight length	m	100.00		





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Item No	Short Description	Unit	Quantity	Rate	Amount
E3.17	Bends for cable ladder above  <b>200 x 100mm (W x H)</b>	No	10.00		
E3.18	Straight length	m	100.00		
E3.19	Bends for cable ladder above  <b>300 x 100mm (W x H)</b>	No	10.00		
E3.20	Straight length	m	100.00		
E3.21	Bends for cable ladder above  <b>450 x 100mm (W x H)</b>	No	10.00		
E3.22	Straight length	m	250.00		
E3.23	Bends for cable ladder above  Wire Mesh Tray - Stainless steel welded Wire Mesh Cable Tray, 50 x 50mm Base Aperture, 25 x 50mm Side Aperture, complete with splices, couplers, clamps, threaded rods, hangers, brackets etc to fix to trusses, walls etc  <b>100 x 50mm (W x H), Ø 4mm Wire</b>	No	20.00		
E3.24	Straight length  <b>200 x 50mm (W x H), Ø 4mm Wire</b>	m	100.00		
E3.25	Straight length  <b>300 x 50mm (W x H), Ø 4mm Wire</b>	m	100.00		
E3.26	Straight length  <b>400 x 50mm (W x H), Ø 4mm Wire</b>	m	100.00		
E3.27	Straight length  <b>Supply Stainless steel conduit</b>	m			Rate only
E3.28	20 Ø mm	m	200.00		
E3.29	25 Ø mm	m	200.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
E3.30	Cable Sealing Solution (Roxtec or similar equivalent)	Sum	1.00		
	<b>Spares:</b>				
E3.31	Allow for all OEM's recommended spares for items in Section E.3	Sum	1.00		
E3.32	<p><b>All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (Specify):-</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	Sum	1.00		
	<b>TOTAL SECTION E3: Carried to Summary</b>				R



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Item No	Short Description	Unit	Quantity	Rate	Amount
	<p><b><u>SECTION : C1</u></b></p> <p><b><u>BILL SECTION C1 - CAISSON GROOVE ASSESSMENT AND REPAIRS</u></b></p> <p><b>Note: All works under this section to be confirmed after award and assessments conducted to develop the scope pertaining to the caisson groove refurbishment</b></p> <p><b>Note: All works relating to the assessments, testing and repairs shall be in accordance with the specifications and requirements as described in the Part C3 where applicable, and subject to approval during contract execution</b></p>				
C1.1	Assessment of concrete condition to determine the extent and severity of deterioration for caisson groove	Lump Sum	1.00		
C1.2	Proposed methodology to execute repairs of (concrete and granite) deterioration	Lump Sum	1.00		
C1.3	All testing procedures (Compression test on concrete cores, pull-out test, rebound hammer, ultrasonic pulse velocity, combined NDT methods and material bonding test methods etc.)	Lump Sum	1.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
C1.4	Provision of laboratory reports and results, repair methodology and related costs in the form of BOQ	Lump Sum	1.00		
C1.5	Supply of Material and equipment for approved Caisson groove repair Methodology	Lump Sum	1.00		
C1.6	Compliance with the Health and Safety requirements and environmental of TNPA and all contractors on site	Lump Sum	1.00		
C1.7	Repair of caisson groove execution	Lump Sum	1.00		
	<b>TOTAL SECTION C1: Carried to Summary</b>				R



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Item No	Description	Unit	Qty	Rate	Amount
	<b>SECTION: I1</b> <b>INSTRUMENTATION, CONTROL AND DATA CABLES</b>  <b>Allow for all the costs and expenses in connection with the design, manufacture, routine testing, factory acceptance testing (if indicated), supply, delivery, offloading and storage of the following materials and equipment:</b>  Cu/PVC Insulated/PVC Bedded/SWA/PVC Sheathed 600/1000V multicore control cables with stranded conductors. Cable fixed to cable tray or drawn into sleeves				
I1.1	2.5mm <sup>2</sup> x 4 core	m	500.00		
I1.2	2.5mm <sup>2</sup> x 7 core	m			Rate only
I1.3	Ethernet Cu Cables	m	100.00		
	Cable terminations for multicore control cable complete, including gland shroud, lugs, number tags, etc and connection.				
I1.4	2.5mm <sup>2</sup> x 4 core	m	100.00		
I1.5	2.5mm <sup>2</sup> x 7 core	m			Rate only
I1.6	Ethernet Cu Cables	m	40.00		
	Extra low voltage instrumentation cable fixed to cable tray or drawn into sleeves				
I1.7	1.5mm <sup>2</sup> 1-pair	m	300.00		
I1.8	1.5mm <sup>2</sup> 2-pair	m	200.00		
I1.9	1.5mm <sup>2</sup> 1-triad	m			Rate only
I1.10	1.5mm <sup>2</sup> 2-triad	m			Rate only
	Terminations for Extra low voltage instrumentation cable				
I1.11	1.5mm <sup>2</sup> 1-pair	m	100.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
I1.12	1.5mm <sup>2</sup> 2-pair	m	50.00		
I1.13	1.5mm <sup>2</sup> 1-triad	m			Rate only
I1.14	1.5mm <sup>2</sup> 2-triad	m			Rate only
	<b>Allow for all costs and expenses in connection with the Site installation of the following:</b>				
	Cu/PVC Insulated/PVC Bedded/SWA/PVC Sheathed 600/1000V multicore control cables with stranded conductors. Cable fixed to cable tray, drawn into sleeves or laid into trenches.				
I1.15	2.5mm <sup>2</sup> x 4 core	m	500.00		
I1.16	2.5mm <sup>2</sup> x 7 core	m			Rate only
I1.17	Ethernet Cu Cables	m	100.00		
	Cable terminations for multicore control cable complete, including gland shroud, lugs, number tags, etc and connection.				
I1.18	2.5mm <sup>2</sup> x 4 core	m	100.00		
I1.19	2.5mm <sup>2</sup> x 7 core	m			Rate only
I1.20	Ethernet Cu Cables	m	40.00		
	Extra low voltage instrumentation cable fixed to cable tray, drawn into sleeves or power skirting.				
I1.21	1.5mm <sup>2</sup> 1-pair	m	300.00		
I1.22	1.5mm <sup>2</sup> 2-pair	m	200.00		
I1.23	1.5mm <sup>2</sup> 1-triad	m			Rate only
I1.24	1.5mm <sup>2</sup> 2-triad	m			Rate only
	Terminations for Extra low voltage instrumentation cable				
I1.25	1.5mm <sup>2</sup> 1-pair	m	100.00		
I1.26	1.5mm <sup>2</sup> 2-pair	m	50.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
I1.27	1.5mm <sup>2</sup> 1-triad	m			Rate only
I1.28	1.5mm <sup>2</sup> 2-triad	m			Rate only
I1.29	Allow for all costs and expenses in connection with the Site Delivery of items in this section	Sum	1.00		
	<b>Spares:</b>				
I1.30	Allow for all OEM's recommended spares for items in Section I.1	Sum	1.00		
I1.31	<b>All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant (Specify)</b>	Sum	1.00		
	.....				
	.....				
	<b>TOTAL SECTION I1: Carried to Summary</b>				R



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Item No	Short Description	Unit	Qty	Rate	Amount
	<b>SECTION: I2 LOCAL CONTROL CONSOLE PANEL</b>				
	<b>Caisson Gate Programmable Logic Controller Local Control Panel LCC-CAISSON complete with hardware, software and programming. Factory acceptance testing for two persons included</b>				
I2.1	Supply	Sum	1.00		
I2.2	Install	Sum	1.00		
I2.3	Programming	Sum	1.00		
I2.4	Testing and Commissioning	Sum	1.00		
I2.5	<b>Allow for all costs and expenses in connection with the Site Delivery of items in this section</b>	Sum	1.00		
	<b>Spares:</b>				
I2.6	Allow for all OEM's recommended spares for items in Section I.2	Sum	1.00		
I2.7	PLC Power Supply (Contractor to advise minimum recommended spares based on configuration and equipment offered)	No	1.00		
I2.8	PLC CPU (Contractor to advise minimum recommended spares based on configuration and equipment offered)	No	1.00		
I2.9	PLC I/O Modules (Contractor to advise minimum recommended spares based on configuration and equipment offered)	No	1.00		
I2.10	240VAC/24VDC Power supply	No	1.00		
I2.11	All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant (Specify)	Sum	1.00		
	<b>TOTAL SECTION I2: Carried to Summary</b>				R





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Item No	Short Description	Unit	Qty	Rate	Amount
	<b>SECTION: I3 TELEMETRY</b>				
	<b>Radio Propagation Study</b>				
I3.1	Study Report	Prov Sum	1.00		
I3.2	Percentage adjustment on Item I3.1 for Contractor's design, sourcing quotes, procurement, superintendence, management and for overheads, mark-up and profit (expressed as a percentage of the provisional sum amount)	%			
	<b>Wireless Ethernet</b>				
I3.3	Supply	Sum	2.00		
I3.4	Install	Sum	2.00		
I3.5	Testing and Commissioning	Sum	2.00		
I3.6	<b>Allow for all costs and expenses in connection with the Site Delivery of items in this section</b>	Sum	1.00		
	<b>Spares:</b>				
I3.7	Allow for all OEM's recommended spares for items in Section I.3	Sum	1.00		
I3.8	All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant ( <i>Specify</i> )	Sum	1.00		
	<b>TOTAL SECTION I3: Carried to Summary</b>				R

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Item No	Short Description	Unit	Qty	Rate	Amount
	<b>SECTION: I4 SCADA</b>				
	<b>SCADA HARDWARE</b>				
	<b>SCADA Operator all-in-one computer (workstation) complete with all accessories</b>				
I4.1	Supply	No	2.00		
I4.2	Install	No	2.00		
	<b>SCADA OPC Server, rack mounted hot standby configuration complete with all accessories</b>				
I4.3	Supply	No	1.00		
I4.4	Install	No	1.00		
	<b>Historian &amp; SQL Database File Server, rack mounted hot standby configuration complete with all accessories</b>				
I4.5	Supply	No	1.00		
I4.6	Install	No	1.00		
	<b>Supervisory Network Ethernet Switch complete</b>				
I4.7	Supply	No	1.00		
I4.8	Install	No	1.00		
	<b>Data Control Ethernet Switch Complete</b>				
I4.9	Supply	No	1.00		
I4.10	Install	No	1.00		
	<b>SCADA computer UPS</b>				
I4.11	Supply	No	1.00		
I4.12	Install	No	1.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>SCADA printer</b>				
I4.13	Supply	No	1.00		
I4.14	Install	No	1.00		
	<b>VPN Router for remote monitoring and control</b>				
I4.15	Supply and Configure	No	1.00		
I4.16	Install	No	1.00		
	<b>Industrial Rugged Tablet</b>				
I4.17	Supply and Configure	No	1.00		
I4.18	Install	No	1.00		
	<b>WiFi Access Point</b>				
I4.19	Supply	Sum	1.00		
I4.20	Install	Sum	1.00		
I4.21	Other network accessories, switches, routers etc. necessary for a complete SCADA system	Sum	1.00		
	<b>New Dock Master Office Workstation furniture</b>				
I4.22	Supply	Sum	1.00		
I4.23	Install	Sum	1.00		
	<b>SCADA SOFTWARE LICENCE</b>				
I4.24	Adroit SCADA Intelligence (ASI) Licence - 150 pt	Sum	1.00		
I4.25	SCADA Smart UI Server + 2 Clients licence - 1500 pts	Sum	1.00		
I4.26	Secure Mobile Gateway (5x client bundle)	Sum	1.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>SCADA DEVELOPMENT</b>				
I4.27	Mimics Configuration	Sum	1.00		
I4.28	Mimics Configuration and setup to rugged tablet	No	1.00		
I4.29	Alarms and Events Configuration	Sum	1.00		
I4.30	ASI Configuration, Reporting and dashboard development	Sum	1.00		
I4.31	Data logging and trends display configuration	Sum	1.00		
I4.32	Configuring maintenance schedules, logging and allowance for integration into the Employer's asset management system (data base)	Sum	1.00		
I4.33	Historian data analytics for preventative maintenance	Sum	1.00		
I4.34	SCADA security (firewall and anti-virus)	Sum	1.00		
I4.35	Involvement of Adroit OEM for consultation, specification of architecture and commissioning assistance	Sum	1.00		
I4.36	All other software programming and configuration required for complete and secure SCADA system	Sum	1.00		
I4.37	<b>Allow for all costs and expenses in connection with the Site Delivery of items in this section</b>	Sum	1.00		
	<b>Spares:</b>		-		
I4.38	Allow for all OEM's recommended spares for items in Section I.4	Sum	1.00		
I4.39	Spare Managed Ethernet Switch	No	1.00		
I4.40	Spare UPS	No	1.00		
I4.41	All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant ( <i>Specify</i> )	Sum	1.00		
	<b>TOTAL SECTION I4: Carried to Summary</b>				R

Item No	Description	Unit	Qty	Rate	Amount
	<p><b>SECTION: I5 INSTRUMENTATION</b></p> <p>Allow for all the costs and expenses in connection with the design, manufacture, painting, supplying, delivery, offloading and storage of the following materials and equipment:</p> <p>Referred to as "Supply" in this schedule</p> <p>Allow for all costs and expenses in connection with the Site installation: Scope of Work (excluding pre-commissioning) for the following:</p> <p>Referred to as "Install" in this schedule</p> <p><b>Pressure Transmitter (Scuttle tanks air valves lines) complete including sensors, transmitters, mounting materials, isolation valve and stands as required.</b></p>				
I5.1	Supply	No	3.00		
I5.2	Install	No	3.00		
	<p><b>Pressure Gauge (Main incoming air lines) complete including sensors, transmitters, mounting materials, isolation valve and stands as required.</b></p>				
I5.3	Supply	No	2.00		
I5.4	Install	No	2.00		
	<p><b>Hydrostatic Level Transmitter (Scuttle Tanks) complete including sensors, transmitters, mounting materials and stands as required.</b></p>				
I5.5	Supply	No	3.00		
I5.6	Install	No	3.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>Level Float Switches (Actuated valves catchment areas) complete including sensors, transmitters, mounting materials and stands as required.</b>				
15.7	Supply	No	6.00		
15.8	Install	No	6.00		
	<b>Oxygen Meter (Dry air spaces) complete including sensors, transmitters, mounting materials and stands as required.</b>				
15.9	Supply	No	8.00		
15.10	Install	No	8.00		
	<b>Level Float Switch (Scuttle Tanks) complete including mounting materials.</b>				
15.11	Supply	No	3.00		
15.12	Install	No	3.00		
15.13	<b>Smoke and Heat Detection design and drawings</b>	Sum	1.00		
15.14	Design and drawings up to the predetermined value of R500 000.00	Prov Sum	1.00		R500 000.00
15.15	Percentage adjustment on Item 15.14 for Contractor's design, sourcing quotes, procurement, superintendence, management and for overheads, mark-up and profit (expressed as a percentage of the provisional sum amount)	%			
	<b>Smoke and Heat Detection Vendor Packages Unit Complete including mounting materials.</b>				
15.16	Supply	Sum	1.00		
15.17	Install	Sum	1.00		
	<b>Beacon and Sounder Complete including mounting materials.</b>				

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Item No	Short Description	Unit	Quantity	Rate	Amount
15.18	Supply	Sum	9.00		
15.19	Install	Sum	1.00		
	<b>Spares:</b>				
15.20	Allow for all OEM's recommended spares for items in Section I.5	Sum	1.00		
15.21	Spare Pressure Transmitter	No	1.00		
15.22	Spare Hydrostatic Level Transmitter with Sensor	No	1.00		
15.23	Spare Ultrasonic Level Transmitter with Sensor	No	1.00		
15.24	Spare Oxygen Meter	No	1.00		
15.25	Spare Level Float Switch	No	1.00		
15.26	All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant <i>(Specify)</i>  .....  .....	Sum	1.00		
	<b>TOTAL SECTION I5: Carried to Summary</b>				R



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Item No	Short Description	Unit	Qty	Rate	Amount
	<b>SECTION: S1 CAISSON GATE STRUCTURAL</b>				
	- Allow for all the costs and expenses in connection with the design, manufacture, routine testing, factory acceptance testing (if indicated), supply, delivery, offloading and storage of the following materials and equipment (Refer to C3 Annexure A Naval Architecture Specifications and Drawings 507343-0000-DRG-SS-101 to 113):				
	<b>Water Ballast tank</b>				
S1.1	16mm Shell Plate	t	85.98		
S1.2	12mm Web Plates	t	36.01		
S1.3	200x20mm Flatbar ring flanges	t	0.81		
S1.4	12mm End Frames	t	9.77		
S1.5	25mm Keel Plates	t	48.83		
S1.6	150x90x12 Angles	t	20.00		
S1.7	125x75x12 Angles	t	9.56		
S1.8	25mm Side Plates on Keel Feet	m2	18.60		
S1.9	20mm Plate on the Keel Feet	m2	59.70		
S1.10	20mm 130mm Flat bar rings Flanges	t	1.88		
	<b>Air Compartment</b>				
S1.11	16mm Plate	t	34.42		
S1.12	12mm Plate	t	44.22		
S1.13	12mm internal Bulkheads	t	40.83		
S1.14	12mm Flatbar Flanges	t	6.13		
S1.15	16mm 200x16 Flatbar	t	4.71		
S1.16	12mm Plate	t	4.56		





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Item No	Short Description	Unit	Quantity	Rate	Amount
S1.17	12mm Frame Web Plate	t	24.54		
S1.18	12mm Breasthook Frame Webbs	t	3.05		
S1.19	25mm keel Plates	t	4.20		
S1.20	150x90x12 Angles	t	11.49		
S1.21	150x90x12 Angles	t	11.49		
S1.22	150x90x10	t	4.54		
S1.23	125x75x12	t	7.84		
	<b>Road Deck</b>				
S1.24	16mm Plate Roaddeck shown inverted	t	53.48		
S1.25	12mm Plate under roaddeck	t	1.11		
S1.26	125x75x10 Deck Angles	t	4.37		
S1.27	80x10 Flatbar Ring Flanges	t	0.32		
S1.28	16mm Deck Plate on Road Overhang	t	2.35		
S1.29	16mm Deck Plate on Road Overhang	t	2.35		
S1.30	12mm Plate relating to the end section of the road	t	1.46		
S1.31	10mm Made up tee Sections under extended deck	t	0.16		
	<b>Swedge Bulkheads</b>				
S1.32	12mm Bulkhead Plate	t	64.80		
S1.33	200x12 Flatbar Flanges	t	3.01		
S1.34	12mm Plate Frames	t	6.54		
S1.35	12mm Brackets	t	2.79		
S1.36	150x90x15 Angles	t	5.21		
S1.37	150x90x12 Angles 4164KG	t	4.16		
S1.38	150x90x10 Angles	t	20.12		
	<b>End Plates</b>				
S1.39	150x12mm Face Flats	t	0.47		

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Item No	Short Description	Unit	Quantity	Rate	Amount
S1.40	12mm Web Frames	t	1.13		
S1.41	12mm Wing Plates	t	6.70		
S1.42	12mm Shell Plate of End Column	t	17.90		
S1.43	25mm Keel Plating	t	10.72		
S1.44	16mm Horizontal plates in keel	t	2.75		
S1.45	20mm Seal Backing Plate	t	0.60		
S1.46	End of Column Frame	t	2.23		
S1.47	150x12 Flat Bar rings Flanges	t	1.05		
S1.48	150x90x10 Angles	t	3.06		
S1.49	12mm Side shell Plates	t	0.93		
	<b>Installation of Structural Steelwork</b>				
	<b>Installation</b>				
	<b>Spares:</b>				
S1.50	Allow for all OEM's recommended spares for items in Section S.1	Sum	1.00		
S1.51	All other items not included above, but which are nevertheless necessary to meet the Specification and/or required for the proper, safe and effective operation of the plant ( <i>Specify</i> )	Sum	1.00		
	.....				
	.....				
	<b>Other items:</b>	Sum	1.00		
S1.52	.....				
S1.53	.....				
	<b>TOTAL SECTION S1: Carried to Summary</b>				R



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Item No	Description	Unit	Qty	Rate	Amount
	<p><b>SECTION: S2</b></p> <p><b>CAISSON GATE MECHANICAL AND STRUCTURAL FITTINGS</b></p> <p>-</p> <p><b>CAISSON PIPING</b></p> <p><b>Medium Pressure Pipelines</b></p> <p><b>Allow for all the costs and expenses in connection with the design, manufacture, painting, testing and supplying of the following materials and equipment (Refer to Drawings 507343-0000-SS-DRG-109 and specifications C3 Annexure A: Naval Architecture Specification):</b></p> <p><b>Supply and delivery of PN10 piping of the following lengths:</b></p>				
S2.1	N.B. 300 mm (w.t.=10.31mm) MS Sched 40	m	86.80		
S2.2	N.B. 250 mm (w.t.=12.7mm) MS Sched 80	m	22.20		
S2.3	N.B.150 mm (w.t.=10,97mm) 316 SS Sched 80	m	39.60		
S2.4	N.B.80 mm (w.t.= 7,62mm) 316 SS Sched 40	m	42.60		
S2.5	N.B.65 mm (w.t.=7,01mm) 316 SS Sched 40	m	41.50		
	<p><b>Extra over items for supplying, fitting, welding and testing of stainless steel specials complete with PN10 compression couplings:</b></p> <p>90° elbows:</p>				
S2.6	65 mm dia	No	5.00		
S2.7	80 mm dia	No	4.00		
S2.8	150 mm dia	No	6.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
S2.9	250 mm dia	No	6.00		
S2.10	300 mm dia	No	22.00		
	45° elbows:				
S2.11	65 mm dia	No	5.00		
S2.12	80 mm dia	No	24.00		
S2.13	150 mm dia	No	4.00		
S2.14	250 mm dia	No	0.00		
S2.15	300 mm dia (w.t. 10.31 mm)	No	24.00		
	Reducers:				
S2.16	450 mm dia x 250 mm dia	No	12.00		
S2.17	150 mm dia x 80 mm dia	No	12.00		
	End caps (for Maintenance):				
S2.18	250 mm dia	No	2.00		
	<b>Extra over items for supplying, fitting, welding and testing of flanged gate valves (Class 10):</b>				
S2.19	75 mm dia 316 SS Body and blade	No	2.00		
	<b>Extra over items for supplying, fitting, welding and testing of pressure regulating valves (Class 10):</b>				
S2.20	75 mm dia, 316 SS	No	2.00		
	<b>Extra over items for supplying, fitting, welding and testing of pressure relief valves (Class 10):</b>				
S2.21	75 mm dia, 316 SS	No	2.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>Extra over items for supplying, fitting, welding and testing of compressed air actuated ball valves (Class 10):</b>				
S2.22	150 mm dia; 316 SS body and disc, with Electrical actuator	No	4.00		
	<b>Extra over items for supplying, fitting, welding and testing of sea water actuated gate valves (Class 10):</b>				
S2.23	250 mm dia; 316 SS body and blade; 304 SS spindle, with Electrical actuator	No	6.00		
	<b>Extra over items for supplying, fitting, welding and testing of diaphragm valves (Class 10):</b>				
S2.24	65 mm dia; 316 SS	No	3.00		
	<b>ACCESS, HANDRAILS AND STAIRWAYS:</b>				
S2.25	Installation of all Access Walkways, Platforms, Ladders and Handrailings complete with Fasteners and Accessories applicable (refer to C3 Annexure A Naval Architecture Specification):	Sum	1.00		
S2.26	Handrailing Type 1 along side (507343-0000-DRG-SS-109-1) and Handrailing Type 2 to protect DB Board and control station (507343-0000-DRG-SS-109-1) NB 800 Pipe (wt 7.62mm)	m	138.92		
S2.27	NB 32 Pipe (wt 3.56mm)	m	101.26		
S2.28	NB 25 Pipe (wt 3.4mm)	m	100.50		
S2.29	100x6 FB	m	95.82		
S2.30	65x16 FB	m	74.20		
S2.31	Access Ladder (Drawing 507343-0000-DRG-SS-101-8)	m	20.76		
S2.32	GRP staircase and handrails to be attached to steel structure including bolts, fasteners and connection plates (Drawing 507343-0000-DRG-SS-109-1)	Sum	1.00		

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Item No	Short Description	Unit	Quantity	Rate	Amount
S2.33	Road deck hatch as per drawing 507343-0000-DRG-SS-106 mounted to steel structure including bolts, fasteners, rungs and connection plate(s)	No	2.00		
	Installation of all Access Walkways, Platforms, Ladders and Handrailings complete with Fasteners and Accessories	%			
	<b>BALLASTING:</b>				
	<b>Mixing, supply and delivery of concrete solid ballast of 2600 kg/m3 density. As per specifications C3 Annexure A: Naval Architecture Specification</b>				
S2.34	Solid Concrete Ballast	t	500.00		
	<b>Extra over the pouring of Solid Ballast</b>				
S2.35	at Synchronlift	t	200.00		
S2.36	in Sturrock	t	130.00		
S2.37	in Sturrock	t	70.00		
S2.38	Pump site establishment	h	55.00		
S2.39	Pump Washout	h	55.00		
	<b>COATINGS AND PAINTING</b>				
S2.40	Blasting, priming and painting as per specifications C3 Annexure A: Naval Architecture Specification for steel corrosion protection, including quality control measures.	m <sup>2</sup>	12054.00		
	<b>ASPHALT BASE AND SURFACING</b>				
S2.41	Tack coat (30% stable-grade emulsion)	m <sup>2</sup>	600.00		
	Asphalt:				



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Item No	Short Description	Unit	Quantity	Rate	Amount
S2.42	Waterproofing layer : continuously graded fine asphalt (10 mm NMPS), using 50/70 penetration grade binder (30 mm nominal compacted layer thickness), including 1% hydrated lime (active filler) 1% hydrated lime (active filler)	m2	300.00		
S2.43	Surfacing layer : continuously graded fine asphalt (10 mm NMPS), using 50/70 penetration grade binder (30 mm nominal compacted layer thickness), including 1% hydrated lime (active filler)	m2	300.00		
S2.44	Adhesive / primer product (abe bitu.@prime or similar approved) applied as a sealing / bonding layer	litre	210.00		
S2.45	Homogeneous polymer modified binder (SC-E2) applied as a sealing / bonding layer	litre	180.00		
	<b>MISCELLANEOUS ITEMS:</b>				
	Ventilation:				
S2.46	Axial flow fans and motors as per specification, with flexible collars, spring mounting feet and support frame with associated mounting bolts. The fan unit price must include for the corrosion protection coating as specified. Details of offer to be completed in the data sheets with supporting literature attached	No	8.00		
	<b>Extra over items for supplying, fitting, welding and testing of strainer grating:</b>				
S2.47	40x8 mm flat bar grating (5.5 m each for 6 gratings)	m	33.00		
S2.48	40x12 mm flat bar grating (0.2 m each for 6 gratings)	m	1.20		
	<b>Extra over items for supplying, fitting, welding and testing of grating for permanent ballast tank filling trunk:</b>				
S2.49	30x4.5 MENTIS RS40 grating for 0.36 m2 area each for 2 gratings	No	2.00		



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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>Bollards And Fenders:</b>				
S2.50	Bollards as per Type DN250 per ISO 3913_1977(en) drawing 507343-000-DRG-SS-110 welded to steel structure	No	6.00		
S2.51	Panama Type Fairleaders as per drawing 507343-000-DRG-SS-110 welded to steel structure	No	4.00		
S2.52	Rubber DC Fenders per 350x350x5000 mm (186 total length 93 m per side) with cross section as per 507343-000-DRG-SS-110 including M30 Bolts and washers grade SS316	No	23.00		
S2.53	Rubber Seal Fender as per 200x200x5000 mm Solid Block Fender (76m in total length) for installation along either side of keel of caisson with cross section as per Detail on Dwg 507343-0000-DRG-SS-102	No	30.00		
S2.54	Fender Shipping Cost - Cape Town	Sum	1.00		
	Greenheart/Azobe/Ekki Timber on Keel as per Keel Drawing 507343-000-DRG-SS-102:				
S2.55	Four strips of 160x160 mm (76 long each, 304 m in total)	m <sup>3</sup>	8.00		
S2.56	One strip of 870x250mm (made up of 4x 250x250) 76 m long	m <sup>3</sup>	19.00		
S2.57	Wood Shipping Cost	Sum	1.00		
	<b>Special Tools</b>				
S2.58	All special tools required for maintenance and repairs applicable to all equipment under this section, complete with storage cabinet/housing	Sum	1.00		
	<b>Allow for all costs and expenses in connection with the Site installation and Pre-commissioning Tests of the following:-</b>				
	All materials and equipment summarized in Section S complete	Sum	1.00		





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Item No	Short Description	Unit	Quantity	Rate	Amount
	<b>Spares:</b>				
S2.59	Allow for all OEM's recommended spares for items in Section S.2	Sum	1.00		
S2.60	Spare Axial Fans	No	1.00		
S2.61	Spare Valves and Actuators	Sum	1.00		
	<b>Supply and Installation of Sacrificial Zinc Aluminum Anodes as per Anode Plan (Refer to Drawing 507343-000-DRG-SS-113 and specifications C3 Annexure A: Naval Architecture Specification) inclusive of 50mm x 6 mm galvanised steel mounting straps welded to the caisson with anodes mounted bolt on:</b>				
S2.62	BN4 Bullnose 450x100x50 19.6kg 14kg 5.6kg 56 784kg	No	56.00		
S2.63	BN5 Bullnose 620x100x60	No	16.00		
S2.64	BN3 Bullnose 440x100x40	No	240.00		
S2.65	BN5 Bullnose 620x100x60	No	70.00		
	<b>Other:-</b>				
S2.66	All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (Specify)	Sum	1.00		
<b>TOTAL SECTION S2: Carried to Summary</b>					R

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ITEM	DESCRIPTION	AMOUNT
	<b>TRANSNET CAISSON GATE</b>	
	<b>ELECTRICAL AND ELECTRONIC WORKS</b>	
SECTION: A	PRELIMINARY & GENERAL	
SECTION: B	SUNDRIES	
SECTION: E1	CAISSON GATE ELECTRICAL	
SECTION: E2	LV CABLES	
SECTION: E3	CABLE SUPPORTS	
SECTION: I1	INSTRUMENTATION, CONTROL AND DATA CABLES	
SECTION: I2	LOCAL CONTROL CONSOLE PANEL	
SECTION: I3	TELEMETRY	
SECTION: I4	SCADA	
SECTION: I5	INSTRUMENTATION	
SECTION: C1	CIVIL WORKS	
SECTION: S1	CAISSON GATE STRUCTURAL	
SECTION: S2	CAISSON GATE MECHANICAL AND STRUCTURAL FITTINGS	
<b>TOTAL OF PRICED ITEMS TO BE CARRIED TO FORM OF OFFER</b>		<b>R</b>

**PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	39
C3.2	<i>Annexures</i>	7
<b>Total number of pages</b>		<b>47</b>



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### C3.1 EMPLOYER'S WORKS INFORMATION

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## ANNEXURES

- A. STRUCTURAL AND MECHANICAL STEEL SPECIFICATION
- B. ELECTRICAL, CONTROL AND INSTRUMENTATION SPECIFICATION
  - i. Particular EC&I specification
  - ii. EC&I Design Schedules
  - iii. Engineer Standard - Low Voltage Cables
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  - vi. Engineer Standard - Wiring and Outlets
  - vii. Engineer Standard - Lighting
  - viii. Engineer Standard - MV and LV Earthing
  - ix. Engineer Standard - Electric Valve Actuators
  - x. Engineer Standard - General Electronic Installations
  - xi. Engineer Standard - Fire Detection and Alarm Systems
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- C. CIVIL WORKS SPECIFICATION
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- G. TNPA Standards...
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- H. Drawings

## SECTION 1

### 1. Description of the *works*

#### 1.1. Executive overview

The Sturrock dry dock, situated towards the South Eastern end of the Port, is one of the two graving type dry docks in the Port of Cape Town and is used for the repair and maintenance of marine vessels. It is essentially a narrow basin with one end open to the sea. During docking, a vessel is manoeuvred into the basin and the open end closed off by means of a caisson gate. The basin is then dewatered such that the vessel rests on the dry dock floor for repairs to commence.

Sturrock dry dock employs two such gates, one an inner floating gravity type and the other an outer sliding type, both of these have been in operation from the 1940's when first commissioned by HM Dockyards. A recent condition assessment has concluded that the inner floating caisson gate has reached its end of life and further recommended to the Port of Cape Town that it should be replaced.

The chief new items to be provided by the *Contractor* in terms of this *Contract* are the fabrication and assembly of the caisson steelwork, pipework, valves, local control centre and small power and lighting.

The *Contract* scope includes the design, supply, fabrication, construction, installation, commissioning and documentation of new structural steel, mechanical, electrical, control & instrumentation equipment and civil and structural *works*, all pertaining to the operation of the caisson and associated dry dock.

This section, Works Information specifies the general items but does not specify the details of the structural steel, mechanical equipment, electrical equipment, electronic equipment and building work as these are specified in Annexures of the document, specifications, drawings and in the Design Report.

The *works* that the *Contractor* is to *perform* involve the design (of EC&I scope only), supply, delivery, installation, testing, commissioning and upholding during the Trial Operation Period and the Defects Correction Period of the following new items:

- One new floating caisson at SDD including steel fabrication, welding, assembly, coatings, painting and testing
- Pipework and pipe supports for water and air in/out of the caisson
- Valves, including Electrically actuated valves
- Corrosion protection
- Ventilation system for caisson
- Asphalt road deck
- Field instrumentation

- Local Control Centre (LCC) for caisson
- Distribution boards for caisson.
- LV cabling and support systems.
- PLC and HMI
- Wireless Ethernet network
- SCADA system; hardware and software
- UPS supply to PLCs, HMI, SCADA and instruments
- Smoke detection system
- Control System
- QCPs and Witness testing of all new equipment
- SCADA, PLCs and programming
- Small power and lighting
- Caisson Groove Rehabilitation
- The O&M Manual
- Training

The contractual conditions place restrictions on where and how long each dock may be out of action for manufacture and installation. The *Contractor* plans work accordingly.

The kW ratings referred to where equipment is mentioned in the specifications are the approximate motor power ratings for the units. The numbers do not specify the power requirements of the new equipment to be provided by the *Contractor*. The *Contractor* sizes and selects new equipment in accordance with the specified requirements. It is expected that the new equipment size might differ from the existing sizes and ratings.

The site conditions are described elsewhere.

The highest ambient temperature is not expected to fall below minus five (-5) or exceed forty (40) degrees Centigrade and the *Contractor's* design is done on this basis; i.e. the *Contractor's* installation is capable of operating continuously at all ambient temperatures between minus 5 and plus 40 degrees Celsius.



## 1.2. Employer's objectives

The Employer's Project/Contract objectives are:

- a) To complete the whole of the works within a period of 24 months , commencing from the date of site access.
- b) To execute the works to high quality and in a safe manner, complying with the OHSAct and its applicable regulations and standards (OHS Act, NEMA, SANS Codes, SAMSA, Classification Society etc.).
- c) To fabricate the caisson gate in accordance to the specifications and design supplied.
- d) Rehabilitate the caisson Groove as per approved repair methodology.

It is a condition of tender that the **Tenderer** shall have carried out a full and detailed inspection of all tender documents and shall have inspected the site, prior to the submission of a tender for the project. By such an inspection, the **Tenderer** shall be deemed to be fully informed as to the objectives, specifications, nature and degree of complexity of the project, the constructional problems related thereto, and the conditions under which the work is to be carried out, the means of access to the site and generally of all matters which may influence his tender. The **Tenderer** shall also be aware of the interface of the construction works with Dock Operations and make sufficient allowance in his tender. No claim of any nature whatsoever will be considered after the submission of tenders due to the failure on the part of the **Tenderer** to fulfil this obligation.

## 1.3. Interpretation and terminology

The following abbreviations are used in this Works Information:

**Table 1: Abbreviations used in Works Information**

Abbreviation	Meaning given to the abbreviation
ABS	Acrylonitrile Butadiene Styrene
AFC	Approved for Construction
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
BOQ	Bill of Quantities
CAPEX	Capital Expenditure
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CEMP	Construction Environmental Management Plan
CIRP	Contractor's Industrial Relations Practitioner

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<b>CM</b>	Construction Manager
<b>COG</b>	Centres of Gravity
<b>CRL</b>	Contractor Review Label
<b>CSHEO</b>	Contractor's Safety, Health and Environmental Officer
<b>DB</b>	Distribution Board
<b>DTI</b>	Department of Trade and Industry
<b>DWG</b>	Drawings
<b>EC&amp;I</b>	Electrical, Control and Instrumentation
<b>EO</b>	Environmental Officer
<b>FAT</b>	Factory Acceptance Test
<b>FDS</b>	Functional Design Specification
<b>FEA</b>	Finite Element Analysis
<b>FEL</b>	Front-end loading
<b>GRP</b>	Glass Reinforced Plastic
<b>HAW</b>	Hazard Assessment Workshop
<b>HAZOP</b>	Hazard and Operability Study
<b>HDPE</b>	High-density polyethylene
<b>HMI</b>	Human Machine Interface
<b>HSSP</b>	Health and Safety Surveillance Plan
<b>ID</b>	Inner Diameter
<b>IIoT</b>	Industrial Internet of Things
<b>INC</b>	Independent Nominated Consultant
<b>IP</b>	Industrial Participation
<b>IPO</b>	Industrial Participation Obligation
<b>IPP</b>	Industrial Participation Policy
<b>IPS</b>	Industrial Participation Secretariat
<b>IR</b>	Industrial Relations
<b>IRCC</b>	Industrial Relations Co-ordinating Committee
<b>JSA</b>	Job Safety Analysis
<b>LCC</b>	Local Control Console
<b>LED</b>	Light Emitting Diode
<b>LV</b>	Low Voltage
<b>MCA</b>	Multi Criteria Analysis
<b>MHWS</b>	Mean High Water Springs
<b>MSL</b>	Mean Sea Level
<b>NAT</b>	Network Address Translator



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<b>Native</b>	Original electronic file format of documentation
<b>NB</b>	Nominal Bore
<b>NEMA</b>	National Environmental Management Act
<b>O&amp;M</b>	Operational and Maintenance
<b>OD</b>	Outer Diameter
<b>OPEX</b>	Operational Expenditure
<b>OSHA</b>	Occupational Safety and Health Act
<b>P&amp;ID</b>	Piping and Instrumentation Diagram
<b>PC</b>	Personal Computer
<b>PES</b>	Project Environmental Specifications
<b>PHA</b>	Preliminary Hazard Assessment
<b>PIRM</b>	Project Industrial Relations Manager
<b>PIRPMP</b>	Project Industrial Relations Policy and Management Plan
<b>PLA</b>	Project Labour Agreements
<b>PLC</b>	Programmable Logic Controllers
<b>PoE</b>	Power-Over-Ethernet
<b>ProgEM</b>	Programme Environmental Manager
<b>ProjEM</b>	Project Environmental Manager
<b>PSIRM</b>	Project Site Industrial Relations Manager
<b>PSPM</b>	Project Safety Program Manager
<b>PSSM</b>	Project Site Safety Manager
<b>PTW</b>	Permit To Work
<b>PVC</b>	Polyvinyl Chloride
<b>QA</b>	Quality Assurance
<b>R&amp;D</b>	Research and Development
<b>REP</b>	Report
<b>SANS</b>	South African National Standards
<b>SANS</b>	South African National Standards
<b>SASRIA</b>	South African Special Risks Insurance Association
<b>SCADA</b>	Supervisory Control and Data Acquisition
<b>SDD</b>	Sturrock Dry Dock
<b>SES</b>	Standard Environmental Specification
<b>SHE</b>	Safety, Health and Environment
<b>SHEC</b>	Safety, Health and Environment Co-ordinator
<b>SIP</b>	Site Induction Programme
<b>SLR</b>	Sea Level Rise

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<b>SMP</b>	Safety Management Plan
<b>SQL</b>	Structured Query Language
<b>SSRC</b>	Site Safety Review Committee
<b>TNPA</b>	Transnet National Ports Authority
<b>UPS</b>	Uninterruptible Power Supply
<b>VDC</b>	Voltage Direct Current
<b>VPN</b>	Virtual Private Network
<b>WIFI</b>	Wireless Fidelity

## 2. Engineering and the *Contractor's* design

### 2.1. *Employer's* design

2.1.1. The *Employer's* design for the *works* is contained in the tender drawings and technical documentation provided with the tender – see Annexures.

2.1.2. The *Contractor* shall fabricate and construct in accordance with the *Employer's* design and requirements (as included in the specifications) for the following sub-categories of the *Contract*:

- Structural and mechanical steel
- Civil works (including Caisson groove)

2.1.3. For the electrical, control and instrumentation (EC&I) sub-category of the *Contract*, the nature of this sub-category of the contract is a 'design and construct' type contract. The designs are not based on any specific brand of equipment and needs to be tailored for the *Contractor's* equipment offered.

The drawings prepared by the *Employer* form part of the Works Information; the *Contractor* designs and executes the *Works* in accordance with these.

The *Contractor* confirms that existing equipment installations are represented correctly on the drawings.

The *Contractor* updates and expands the *Employer's* Piping and Instrumentation Diagrams (P&IDs) in accordance with the *Contractor's* design.

All EC&I equipment shown on layout drawings is indicative of the *Contractor* Scope of Work and are therefore not taken as absolute (i.e. does not indicate all equipment to be provided by the *Contractor*).

Before fixing any conduit and accessories, the *Contractor* confirms the exact positioning of equipment with the *Project Manager*.

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

### 2.2. Parts of the *works* which the *Contractor* is to design.

2.2.1. The *Contractor* is to design the *works*, including but not limited to:

- Fabrication details, developed from the tender drawings issued, including but not limited to: weld detailing; stress relieving procedures; bolted connections; piping layouts.
- The changes required to suit the proprietary equipment selected/purchased by the *Contractor*.
- Fabrication drawings of piping and mechanical equipment, including pipe supports

- 
- General arrangements, schematics and wiring diagrams of EC&I scope.
  - Software (including mimics) of PLC, HMI and SCADA.
  - Temporary *works* required during erection and commissioning.

The *Contractor* designs these *Works* in accordance with the Works Information as specified in Part C3: Scope of Work and as shown on the drawings provided by the *Employer*.

The final design and fabrication drawings must be based on the certified requirements of the equipment to be procured by the *Contractor*. It is the responsibility of the *Contractor* to produce these drawings to suit the selected equipment.

The final fabrication drawings must be based upon site confirmed dimensions and ratings of interfaces. It is the responsibility of the *Contractor* to confirm these dimensions and ratings before producing these drawings to suit the actual site measurements.

If a specific duty for a piece of equipment is provided (e.g. a blower pressure and flow rate), the *Contractor* may use the specified duty for tender purposes but checks and confirms all equipment specifications and duties are correct prior to ordering equipment.

2.2.2. The *Contractor* is responsible in his design for the overall integration of the design of the EC&I *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the *whole* of the *works*.

2.2.3. Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

### **2.3.1. Design Procedure**

The *Contractor* submits design drawings (with supporting calculations) and other technical documentation for review and acceptance by the *Project Manager and Engineer*.

No manufacturing or construction work for the EC&I scope is to commence until the drawings have been accepted by the *Project Manager and Engineer*.

The *Contractor* appoints a third-party AIA to validate the welding workmanship of the installation.

*Contractor* Ensures that floating structure being procured by employer is constructed and commissioned under a Class Society Rules/Supervision.

Classification Society must be a member of the International Association of Classification Societies.



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### 2.3.2. Design Safety Review

The *Contractor* undertakes design safety reviews in accordance with the Safety Standard in [Annexure E](#) with the *Project Manager* and delegated member's of the *Project Manager's* technical staff and *Employer's* operational and maintenance staff.

The *Contractor* arranges and attends a hazard and operability (HAZOP) study – details outlined in 6.3.8.

### 2.3.3. Documentation Submission and Standards

In undertaking the 'Works' (including all incidental services required), the Supplier conforms and adheres to the requirements of the Transnet National Port Authority transmittal process, with the use of the Squad Check Form and the Document Transmittal Note included in [Annexure G](#).

The requirements relating to the information and drawings to be submitted by the *Contractor* for approval by the *Project Manager* prior to the purchase and manufacture of any plant and equipment.

The *Contractor's* Documents complies with the following general requirements:

- Three copies (in hard copy format) of all documents are submitted; electronic (PDF format) are also submitted.
- A register of all the *Contractor's* documents is kept up to date and provided with each submission.
- Drawings are prepared in accordance with the latest issue of SANS 10111. An equivalent international code of Engineering drawing practice is also acceptable.
- Drawings are to scale, with both the scale and the drawing being large enough to clearly show all relevant components of the plant and equipment.
- Item lists are provided on the drawing or on a separate parts list. Item descriptions include the material of construction, quantity and full identification information, including, as applicable, brand name, manufacturer's reference number, model number, size, rating, source, duty, quantity, etc.
- Each submission of *Contractor's* Documents includes a *Contractor's* Notice stating that they are ready for the *Project Manager's* review.
- The *Contractor* signs each drawing submitted in order to indicate internal review and approval thereof.
- All drawings submitted to the *Project Manager* for review and acceptance must allow space for the *Employer's* drawing number, which is issued toward the end of the project by the *Project Manager*. All final drawings to show this *Employer's* drawings number.



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#### 2.3.4. List of *Contractor's* Design Documents to be provided

The *Contractor's* Documents which are submitted to the *Project Manager* for review and approval, are listed in the following Table Listing *Contractor's* Documents to be Provided; this list does not limit the *Contractor's* obligations in terms of the Contract.

**Table 2 - Required *Contractor's* Design Documents**

Item No	Description of <i>Contractor's</i> Design Document
<b>1</b>	<b>General</b> (to be submitted in respect of the EC&I scope of the <i>Works</i> )
1.1	Piping and Instrumentation Diagrams (P&ID) indicating all items of equipment, instruments, pipe materials, reducers and diameters. All equipment and instruments are tagged in accordance with the Transnet's numbering system, and are supported by referenced detailed item lists showing brand name, manufacturer's reference number, model number, size, rating, source, duty, quantity etc. All pipework is labelled with the pipe material and class. The <i>Contractor</i> bases his P&ID on the Process and Instrumentation Diagrams provided by the <i>Employer</i> , updating and expanding upon this according to his offer.
1.2	Layout and construction drawings of all electrical distribution, starter, control, instrument and indicator panels with full details of proposed switchgear, relays, timers, instruments, indicators, trips, control switches, labelling (including wording), printing, and so forth.
1.3	Detailed Control Philosophy and Standard Operating Procedures
1.4	Control System Functional Design Specification (and conversion of the Functional Design Specification (FDS) into a Functional Description of the complete control system after completion of the <i>works</i> for insertion into the O&M Manuals).
1.5	Motor, equipment (including valves) and instrumentation list
1.6	HAZOP study report
1.7	Quality Control Plans (QCPs)
<b>2</b>	<b>Equipment and Sundry Components of the <i>Works</i></b>
2.1	Data sheets for all items of mechanical (valves and fans), electrical, control and instrumentation equipment giving performance, sizing, physical and general technical data.
2.2	Proposed control panels' layouts.
2.3	Equipment list with the make and model of all proposed items.
2.4	Valve and actuator list with the make and model of all proposed items
2.5	Motor and Equipment List
2.6	Design of proposed signage
<b>3</b>	<b>Mechanical Installation</b>
3.1	Valve and check valve data sheets
3.2	Electrical actuator data sheets





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Item No	Description of <i>Contractor's</i> Design Document
3.3	Pipework fabrication drawings, Corrosion protection: technical data sheets for all coatings proposed
3.4	Ventilation (fans) design drawings and data sheets
<b>4</b>	<b>LV Switchgear and Control Gear Assemblies</b>
4.1	LV Assemblies Design (Wiring Schematics, Cubicle component Layouts, Door Layouts, Bus bar arrangement) and General Arrangement Drawings
4.2	LV assemblies type test certificates (as applicable)
4.3	Factory Acceptance Test Report
4.4	Local control panels location drawings
4.5	Cable Route Layout and Cable Support systems layout drawings
<b>5</b>	<b>Programmable Controller(s) and Control System</b>
5.1	Programmable controllers and Control System design documentation
5.2	Control system architecture drawings
5.3	PLC, remote IO and LCP panel internal arrangements and steelwork
5.4	Control and instrumentation cable schedules, cable block diagrams and wiring schematics
5.5	Telemetry design documentation and drawings
5.6	Factory Acceptance Test (Hardware) and Software Simulation Test Reports
5.7	Control/ SCADA Room, furniture and server room (Dock Master's office) layout
5.8	UPS and PSU load calculations
5.9	SCADA server architecture
<b>6</b>	<b>Instrumentation</b>
6.1	Instrumentation table or list including, as a minimum, the make, model, range and any set points of units to be installed
6.2	Cable schedule for power, data, control and instrumentation cables. This includes the cable type and construction, conductor material, insulation, protection, voltage rating, start and finish points, route length, duty, load, voltage drop, core area, no. of cores, no. of cores used and gland size. For cable voltages above 400 Volts, the schedule also includes the purchase details, specification and date of manufacture.
6.3	Instrument location and instrument junction box location drawings
6.4	Instrument cable junction box GA and internal arrangement
6.5	Mounting bracket drawings and details
6.6	Instrument loop diagrams, hook-up diagrams and mounting bracket drawings and details
6.7	Design and drawings as well as the document register.



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Item No	Description of <i>Contractor's</i> Design Document
6.8	Factory and site calibration certificates
<b>7</b>	<b>Training</b>
7.1	Training Schedule
7.2	Pre-commissioning Testing Documentation
7.3	Commissioning Plan
7.4	Training logs
<b>8</b>	<b>As-built Documents</b>
8.1	As built versions of all drawings and documents submitted in terms of Items 1 to 8 above. The as-built documents are provided in both sepia hard copy and electronic format, with the latter being both in editable ("dxf" or "dwg" format for drawings, MS Word format for documents and MS Excel format for schedules) and PDF format.
8.2	LIDAR scan
<b>9</b>	<b>Operation and Maintenance Manuals</b>
9.1	Proposed Operating and Maintenance Manual Contents List.
9.2	Six copies of the Operation and Maintenance Manual (and electronic copy) at Completion.
<b>10</b>	<b>Tests before Completion</b>
10.1	Comprehensive report containing detailed schedules and documentation to record all pre-commissioning tests undertaken and the results of these, demonstrating that the <i>Works</i> have passed the pre-commissioning tests
10.2	Comprehensive report containing detailed schedules and documentation to record all commissioning tests undertaken and the results of these, demonstrating that the <i>Works</i> have passed the commissioning tests. The report includes the Programmable Controllers and Control System commissioning procedure and schedule of alarm messages, which is additionally inserted in the Operation and Maintenance Manual.
10.3	During testing of the <i>works</i> and before Completion; (i) fortnightly reports detailing the equipment failures, plant performance and problems, training logs, and providing an evaluation of the performance of the <i>Employer's</i> operators, and (ii) a report on the completion of tests
10.4	Before Completion, the full plant maintenance schedule to be undertaken for the planned maintenance of the <i>Works</i> during the <i>Defects Correction Period</i> .
10.5	Inclining experiments and final ballasting – including Final Trim and Stability book.
10.6	All testing required in accordance with Lloyds rules for structural steel, corrosion protection, mechanical components including pressure testing.
10.7	Caisson Functional Test: Groove seal and fit tests to confirm functionality of Floating Gate.



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Item No	Description of <i>Contractor's</i> Design Document
<b>11</b>	<b>Other</b>
<b>11.1</b>	Quality Assurance Plan covering the design of the <i>Works</i>
<b>11.2</b>	Quality Control Procedures (QCP's) for all items to be fabricated and coated, showing hold points for inspection by the <i>Project Manager</i> and the Independent Inspectorate
<b>11.3</b>	<i>Contractor's</i> Health and Safety Plan
<b>11.4</b>	Videography and Photography of Project
<b>11.5</b>	Topographical survey (laser scan) of two inner caisson grooves to confirm dimensions.

### 2.3.5. Photography Documenting the Project

The *Contractor* documents the project well and includes professional pictures into the documentation.

### 2.3.6. Contents of Control System Functional Design document

The *Contractor* submits a document detailing the Control System (i.e. programmable controllers and operator workstation) functional design, which is in the format shown in the following "Table Showing Required Contents List for the Control System Functional Design Specification", and provides the information stipulated in this list:

**Table 3: Required Contents List for the Functional Design Specification**

Item No	Item Description
<b>1</b>	<b>General</b>
<b>1.1</b>	Contents List
<b>1.2</b>	Introduction
<b>1.3</b>	Drawing List (referring to P&IDs)
<b>2</b>	<b>Control Philosophy</b>
	Plant should be broken down into its various functional units (blowers, actuators, ventilation etc.). For each functional area the following is provided:
<b>2.1</b>	Control Modes Description
<b>2.2</b>	Motor List
<b>2.3</b>	Instrumentation List
<b>2.3.1</b>	Instrumentation Signals
<b>2.3.2</b>	Output signal during instrument error
<b>2.4</b>	Valve list and Failsafe positions of valves
<b>2.5</b>	Interlocks
<b>2.5.1</b>	Safety Interlocks
<b>2.5.2</b>	Process Interlocks
<b>2.6</b>	Startup/Shutdown Procedures (including for back-up power supply if applicable)



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Item No	Item Description
2.7	Alarms and philosophy
<b>3</b>	<b>Control System</b>
3.1	Configuration
3.2	Hardware
3.3	Networks
3.4	IO list
3.5	Protocols
3.6	Functional blocks design and description
<b>4</b>	<b>Visualisation</b>
4.1	Configuration
4.2	Tags List with Tag count
4.3	Mimics (mocks ups before programming)
4.3.1	Plant Overview
4.3.2	Navigations Bar
4.3.3	Sub Plant overviews (if applicable)
4.3.4	Functional Unit Overview
4.3.5	System Page
4.3.6	Instrument Overview Screen
4.3.7	Plant performance and efficiency
4.4	Drive/Instrumentation/valves Faceplates
4.5	Process sequence pages
4.6	Alarms Page
4.7	PID Control Loops and Set point page
4.8	Reports and Dashboards
4.9	Database Design
4.10	Trending/logging
4.11	Security Features
4.12	Security Passwords
4.13	Access Hierarchy

#### 2.4. Review and Acceptance of *Contractor* Documentation

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

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In undertaking the 'Works' (including all incidental services required), the Supplier conforms and adheres to the requirements of the Transnet National Port Authority transmittal process, with the use of the Squad Check Form and the Document Transmittal Note included in [Annexure G](#).

The Contractor allows a period of 14 working days for the Employer to review each submission of documentation.

## **2.5. Other requirements of the *Contractor's* design**

The *Contractor's* design process aims to be collaborative with the *Project Manager's* technical personnel and *Employer's* operational and maintenance personnel.

The *Contractor* arranges, facilitates, hosts and participates in a series of design workshops at which representatives of the *Employer* are present. The purpose of these workshops is to proactively foster cooperation and collaboration between the respective teams of the *Contractor* and the *Employer*.

The *Contractor* allows for a minimum of 4 one-day design workshops, which are held at a suitable conference venue within the Cape Town municipal area. The *Contractor* is responsible for all costs associated with the hire of the venue, audio-visual equipment required, and catering. The *Contractor's* design team members for all components of the *Works* are present for and cooperatively participate in each design workshop. As a minimum, the *Contractor's* design team present includes those staff proposed by the *Contractor* in his Schedule of Key Personnel Assigned to the Contract, as per the *Contractor's* Proposal. The *Contractor* allows for a team of ten representatives from the *Employer*.

## **2.6. Use of *Contractor's* design**

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

2.6.2. The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

All software developed by the *Contractor* is provided to the *Employer* without any form of restrictive rights. No special passwords, dongles, or other protection are installed or copyrighted which may inhibit access to the software by the *Employer's* technical personnel.

## **2.7. Design of Equipment**

2.7.1. The *Contractor* submits his design details for any specialist Equipment or temporary *works* (including dry dock supports and configuration) required to provide the *Works*, to the *Project Manager* for his

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information only. The design responsibility and liability of such Equipment and temporary *works* remain that of the *Contractor*.

## **2.8. Equipment required to be included in the *works***

2.8.1. The equipment provided by the *Contractor* in terms of this Contract has a successful record of use locally in similar applications and also has at least three years of technical support locally. Service and spares are currently available. Upgraded versions of a manufacturer's earlier designs which comply with these criteria are also acceptable.

## **2.9. As-built drawings, operating manuals and maintenance schedules**

### **2.9.1. As-Built/Final Documentation**

The *Contractor* provides the 'As-Built' documentation that forms part of the Operating, Instruction and Maintenance Manuals that were issued and accepted prior to 'As-Built' conditions for inclusion in these types of manuals by the *Project Manager*.

'As-Built /Final Accepted' documentation is certified and accepted documentation for which no further review is required. The final documentation forms part of the final *Contractor* Manual(s) or Data Books.

In undertaking the 'Works' (including all incidental services required), the Supplier conforms and adheres to the requirements of the Transnet National Port Authority transmittal process, with the use of the Squad Check Form and the Document Transmittal Note included in [Annexure G](#).

Detailed "as-built" drawings, clearly labelled as such, and consisting of 3 sets of drawings printed to their original size, and, where the original drawings were larger than A3, 3 sets of drawings printed (with reduced scaling, but without omitting any information from the printed are), to A3, is provided by the *Contractor*, indicating positions of the following:

- Factory drawings.
- Equipment (e.g. light fittings, draw boxes, outlets etc.).
- Wireways (e.g. trenches, conduit, cables ladder/trays, power skirting etc.); and
- Cable routes (including any cable joints).
- General arrangement drawings.
- Single Line Diagrams.

All drawings and schematics are generated by a computer aided design (CAD) package (handwritten documents will not be accepted). Colour coded 3D drawings of the model are also included.

The drawings and schematics are (where applicable) to scale and must be formatted and styled in accordance to the client and/or Engineer's requirements (with regards to title blocks, text heights,

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drawing names, etc.). A flash disk containing these files in electronic version, in both CAD and printable document (pdf) format, as well as any and all available electronic versions of relevant data sheets etc. must also be handed over to the *Project Manager*.

### 2.9.2. **Installation, Maintenance and Operating Manuals and Data Books**

In undertaking the 'Works' (including all incidental services required), the Supplier conforms and adheres to the requirements of the Transnet National Port Authority transmittal process, with the use of the Squad Check Form and the Document Transmittal Note included in [Annexure G](#).

#### **Submission of manuals**

One copy of the draft manual and spare parts list is provided at an agreed date; in advance of the date of the start of the final testing and commissioning on site, for acceptance by the *Project Manager*. If the manual does not comply with this specification, the *Contractor* corrects it and re-submit it for approval. At each submission, the *Contractor* provides a duplicate copy for the *Project Manager*.

Six copies of the final edition, as approved by the *Project Manager*, is provided to the *Project Manager* by an agreed date before Completion or taking over by the *Employer*.

#### **General**

The Manual complies with the following:

- The manual is for the complete *Works*.
- The manual is in English and is practically and neatly presented, with an index page up front.
- One manual contains original documents and this set is marked "Original".
- The other 5 manuals contain all the information in the original and are marked "Copy 2" to "Copy 6".
- The manual format is A4 size with layout suitable for binding in A4 Level Arch type files. Drawings are A4 or A3 suitably folded to fit the A4 Lever Arch file.
- Binders have hard backed, plastic protected covers utilising four-ring, spring-clip holders. Each binder is not more than two-thirds full. A title label is affixed to the spine of each binder.
- The title label in the spine and on the front page indicates Contract number, title, *Contractor's* name, Site/Plant name, *Employer* name, *Employer* logo, volume number and contents.
- Sections and sub-sections are titled, uniquely numbered and provided with separator sheets.
- Manufacturer's printed matter are marked up to identify the model provided.
- Drawings are to a scale which makes details clear. Large drawings are held in plastic envelopes in the manual. A4 and A3 drawings may be bound as normal pages. Drawings are also provided on electronic data storage in AutoCAD, or equivalent, format.



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- Cross-referencing within the manual is acceptable if this will avoid duplication.
- The complete manual is provided in pdf format.
- These are available on the SCADA operator computers in electronic format.

### **Contents**

Manuals should contain all the relevant literature, drawings, schedules of installed equipment, procedures, write-ups, type and routine test certificates, etc. which are applicable on the installed equipment and material.

The manual includes at least the following:

- All design drawings and documentation relating to the *Works*; as delivered and tested.
- 'As Built' records showing verification against stated design and installation criteria, including a schedule of all the final settings for all user adjustable equipment and components, and copies of all documentation presented and completed during the FATs, the SATs, and any other specified tests on completion.
- Schedules of plant and equipment for each enclosure/ junction box / circuit; including a listing of the applicable standards, manufacturer, settings, type number, re-order code, etc., for each item of equipment and component included within each portion of equipment installed.
- Manufacturers' contact details, technical information sheets for all items of equipment and components included within the installation. Manufacturers' catalogues may be provided subject to clear identification of the relevant components. All individual manufacturers' equipment / component test certificates and certificates of conformity are included.
- Inspection, testing, and maintenance recommendations, including detailed and specific operation, maintenance, and diagnostic data, process for fault-finding and safe isolation information suitable for use by maintenance personnel, are provided for all equipment, components, and systems incorporated into the installation.
- Schedule of spares provided with the installation, including manufacturer, description, part number, order code, and quantity. A separate list is also included showing the manufacturer's recommended list of spare to be kept by the *Employer*.
- Safety instructions to be observed by maintenance and operating personnel.
- Maintenance isolation procedures
- Detailed check-lists for the daily, weekly and monthly inspections to be performed by the operator.
- A flash disk with all software backups and program code used on all data control devices (i.e. PLC, HMI, SCADA, control panels, industrial networks).



- The list of equipment is presented in a format as required by the *Employer's* asset management system with rand values to enable easy integration into the asset registers.

The manual includes detailed descriptions for use by the *Employer*, on how the *works* and its management systems are intended to operate and be operated; under both manual and automatic control. Clear and detailed descriptions for each section of the installation are provided; and include system objectives, controlled plant start-up and shut-down procedures, automatic control, manual intervention, primary and secondary control routines, plant selection including duty and standby options, local and remote selections, operational and safety constraints, status information, alarms and control interfaces with SCADA / telemetry systems, fault routines, etc.

The manual includes 'as-installed and tested' information on both the hardware and software for each programmable device incorporated within the electrical and electronic panels, including:

- Overview of system operation in relation to the controlled plant.
- System configuration.
- Manufacturers' literature on operation, maintenance and testing of hardware and ancillaries, programming instructions, and diagnostics.
- Hard copy program; with listings fully documented.
- Listing of the final settings of all process dependent variables.
- Permanent back-up copies, licensed in the name of the *Employer*, are provided for all software, including operating programmes, application programs, and configuration software for all configurable devices.
- Any interconnecting leads, protocol conversion modules, connectors, etc. necessary to connect and communicate with each programmable / configurable device to a standard portable Notebook.

**Composition**

The Manual complies in general with the format below, but modified to suit the *Works*:

**Table 4: General Manual Format**

NO	HEADING	CONTENT
1.	General	
1.1.	Contents List	Contents list for complete Manual.
1.2.	Description of the <i>Works</i>	Description of the equipment installation with layout drawings and process flow diagrams. Process description and performance parameters for the <i>Works</i> .
1.3.	Equipment List	List of the make, model, operating range and hazardous zoning of every item of mechanical, electrical, instrumentation and control equipment.



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NO	HEADING	CONTENT
1.4.	Drawing List	List of the <i>Contractor's</i> drawings.
2.	General	
2.1.	Operating System	Description of the operating system containing: Start-up, adjustment, operating and shut-down procedures for manual and automatic operation Emergency operating procedures Safety procedures and instructions Power outage operating procedures Process verification Settings, setpoints, protection, alarms and trips. This document is suitable for using as a Training Manual.
2.2.	Commissioning	Commissioning results.
3.	Maintenance Schedule	
3.1.	Maintenance and Lubrication	Schedule of routine maintenance for all mechanical, electrical, instrumentation and control equipment, broken down in daily, weekly, monthly, annual periods, etc. The schedule is all-inclusive but may refer to manufacturer's standard manuals in other parts of the Manual. The schedule includes all lubrication periods, lubricants and capacities.
3.2.	Spare list	A schedule of spares that was supplied under the Contract, as well as a list of spare that should be kept by the <i>Employer</i> and where each item can be obtained (part numbers, telephone contact numbers, etc.)
4.	Mechanical Equipment	
4.1.	Mech Equipment	Valves, pipework, etc.
5.	Electrical Equipment	
5.1.	Elec. Equip. Item 1 (e.g. MCC Panels)	Control and electrical details, including logic sequence, circuit diagrams and software, as applicable Electrical reticulation drawings Equipment overall dimensions Wiring diagrams switchboard layout drawings SLDs.
5.2.	Elec. Equip. Item 1 (e.g. MCC Panels)	Control and electrical details, including logic sequence, circuit diagrams and software, as applicable Electrical reticulation drawings Equipment overall dimensions Wiring diagrams switchboard layout drawings SLDs.
5.3.	Elec. Equip. (e.g. VFCs)	Control and electrical details, including logic sequence, circuit diagrams and software, as applicable



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NO	HEADING	CONTENT
		Electrical reticulation drawings Equipment overall dimensions Wiring diagrams switchboard layout drawings SLDs.
5.4.	Etc.	ditto
6.	Instrumentation Equipment	
6.1.	Instrumentation Equip. Item 1 (e.g. Magflow)	Circuit diagrams of instrumentation systems and of individual instruments Installation arrangement (loop diagrams, hook up diagrams) Normal operating range Calibration procedures
6.2.	Equip. Item 2 (e.g. level)	Circuit diagrams of instrumentation systems and of individual instruments Installation arrangement (loop diagrams, hook up diagrams) Normal operating range Calibration procedures
6.3.	Etc.	ditto
7.	Control	
7.1.	Identifying Information	Make and model of PLCs, transmitters, HMIs, computers, etc.; copied from the Equipment List.
7.2.	I/O List	Cross-referenced listing of all I/Os used.
7.3.	SCADA	Colour prints of SCADA mimic screens, control faceplates, sequences and trend screens. Schedule of alarm messages and TAG lists. File structures, lists and naming conventions.
7.4.	Program	An annotated program listing. CDs containing all software. Loop and logic diagrams for each PLC. System control diagram and logic sequence chart.
7.5.	Documents	Schedule of cable terminals. Copy of SCADA hardware diagnostic mimic.
8.	Documents	
8.1.	Drawings	All as-built <i>Contractor's</i> drawings, including MFDs, P&IDs, electrical panel construction drawings, etc.
8.2.	Cable Schedule and cable block diagrams	Cable schedule for power, data, control and instrumentation cables. This includes the cable construction, conductor material, insulation, protection, voltage rating, start and finish points, route length, duty, load, voltage drop, core area, no. of cores, no. of cores used and gland size. For cable voltages above 400 Volts, the schedule also includes the purchase details, specification and date of manufacture.
8.3.	Other	List of spares provided in terms of this Contract Certificate of electrical compliance



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NO	HEADING	CONTENT
		Corrosion protection systems used -Coating supplier's data sheets and coating repair procedures.

### 3. Construction

#### 3.1. Temporary works, Site services & construction constraints

##### 3.1.1. Coordination with TNPA

It is important to note that the SDD is a working operation and thus co-ordination and forward planning of the proposed Works will be required with the applicable TNPA authorities. The Programme will need to be coordinated with Ship repair and the Dock Master's office. There are existing mobile cranes, service plant and vehicles operating within the site boundaries.

The Contractor notes that other Contractors may be working in the same vicinity throughout the contract period and cooperates with these as and when necessary. The Contractor must liaise with the Project Manager and the Supervisor throughout the contract to arrange the alignment of these interfaces.

The Contractor complies with all instructions issued to him by the TNPA Project Manager and Supervisor.

##### 3.1.2. Existing Infrastructure

If deemed necessary by the Project Manager the Contractor and the Project Manager will jointly inspect the buildings and other infrastructure adjacent to the Working Area immediately prior to the commencement of the site operations and agree on the condition of the items inspected. Photographic records must be made of all existing infrastructure before and after the area has been used.

A full site survey to co-ordinate and verify the position of all existing buildings and structures was not undertaken for all potential laydown locations. Although some as-built information exists and is provided in C4: Site Information, most of the sub-surface positions of services are unknown and may need to be proved by hand as required. The Contractor is to assume that all services are live until proven otherwise.

##### 3.1.3. *Employer's* Site entry and security control, permits, and Site regulations are stipulated in C4 Site Information.

The Contractor determines the normal hours of work for his people employed on the Site within the statutory limitations.

The Contractor advises the Project Manager of his intended working hours at the Contract Kick-off Meeting.

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The Contractor notifies the Project Manager of any changes in his working hours.

The Contractor records the hours of work for each day to demonstrate that the regulations are not being contravened.

The Contractor gives 48 hours advance notification to the Project Manager on all occasions when he intends to operate extended working hours on a single shift or when he intends to institute shift working with two or more shifts.

The Project Manager's office hours are 07h30 to 16h00 Monday to Fridays. The offices are closed on Saturdays, Sundays and Public Holidays.

The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

The Contractor submits a Daily Activity Report to the Supervisor for acceptance no later than 10h00 on the next working day. The format of the Daily Activity Report is to be agreed at the start of the project with the Supervisor. The Contractor is free to propose his own template, provided that the information given complies with the Supervisor's requirements.

3.1.4. The *Contractor* complies with the following requirements of the *Employer*:

It is sometimes the responsibility of the *Contractor*, to protect and identify all the services he encountered during the construction period. Should the *Contractor* damage the services, it is the *Contractor's* responsibility to fix and reinstate them.

These interfaces should also be included in the *Contractor's* programme and should be updated regularly, for updates.

The *Contractor's* staff are to undergo inductions for both Transnet National Ports and other contractors if necessary when conducting assembly at the SDD.

3.1.5. Restrictions to access on Site, roads, walkways and barricades will be communicated by the Project Manager to the Contractor if applicable.

3.1.6. The *Contractor* complies with the following requirements of the *Employer*:

Site access will be based upon all documentation being in order i.e. provision of ID documents for staff, H&S Inductions done for all staff, applications for access permits, medical checks for all staff.

For any work to be undertaken on site a Permit to Work is required from TNPA.

Additionally, the *Contractor* has to apply for hot works permits in the Fire Chief's office, as well as confined space permits, including the performance of daily tests when welding in confined spaces.



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

The Contractor can propose working hours to the Project Manager for approval, these must fall within the statutory limitations. Working Hours to be confirmed at the kick-off meeting, any changes to these hours should be communicated by the Contractor to the Project Manager. A 48 hour approval period is required for extended working hours.

Actual working hours should be noted down in the daily site diaries by the Contractor, including tracking the staff on site (including Sub-Contractors). The Daily Activity Report needs to be submitted to the Supervisor on a daily basis and the format agreed between the parties.

The Contractor records the hours of work for each day to demonstrate that the regulations are not being contravened.

The Project Manager's office hours are 07h30 to 16h00 Monday to Fridays. The offices are closed on Saturdays, Sundays and Public Holidays.

3.1.8. The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

Working hours on site are fixed at 07:30 – 16:00, the Project Manager must be advised if work is to be done outside of these hours.

Working at night is only allowed upon approval by the Project Manager.

3.1.9. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.10. Health and safety facilities on Site

Please refer to TNPA SHERQ Group policy, TNPA H&S Management, Eppen Burger H&S Specification and Eppen Burger H&S Baseline risk assessment. All provided in [Annexure F](#).

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

3.1.12. Environmental controls, fauna & flora, dealing with objects of historical interest

Please refer to TNPA Environmental Management Specification and Maintenance Management Plan provided in [Annexure E](#).



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3.1.13. The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works Information*.

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

The *Contractor* should note that it would need cooperate and liaise with other harbour users and stakeholders, including, but not limited to, TNPA Ship repair, TNPA Harbour Master, Ship repair facilities users such as De Beers, other *Contractors* etc.

3.1.15. Publicity and progress photographs

Photo book and video of operation of new caisson to be provided by the *Contractor*.

3.1.16. The *Contractor* provides, installs and maintains a notice board in clear view at the entrance to the Site. The size of the notice board shall be not less than 2.4 x 1.2 metres and shall be sufficient to clearly display the following minimum information:

- The *Employer's* name and logo;
- The Contract title and *Employer's* contract number;
- The *Contractor's* name;
- The name of the *Contractor's* site representative and mobile phone number;
- The name of the *Contractor's* site Safety Officer and mobile phone number;
- The *Project Manager's* name and mobile phone number and
- The *Supervisor's* name and mobile phone number.

The *Contractor* provides, installs and maintains other notice boards and signage as prescribed

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

3.1.18. *Contractor's* Equipment

The *Contractor* provides all Equipment necessary to provide the works in a safe and efficient manner.

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

The *Contractor* shall notify the *Project Manager* 24 hours in advance prior to bringing any new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.

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The Contractor shall inspect Equipment on a daily basis prior to use in accordance with statutory regulations and legislation.

The Contractor shall ensure that all Equipment complies with statutory requirements (Construction Regulations / Occupational Health and Safety Act) and with the Health and Safety Standards included in Annexures.

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

3.1.20. **Site services and facilities:**

The *Contractor* shall provide all that is necessary for providing the *Works* (ie.: Such as water, electricity, lighting, platforms, surfacing etc.).

The *Employer* shall make available an area for the construction site and its facilities as requested by the Contractor. It shall be the contractor's responsibility to ensure that all the contractor's facilities and equipment (including the site offices, material lay down area, equipment and construction site) are sufficiently cordoned off and are contained within these battery limits.

The Contractor would need to pay rental for using the Employers land and services.

The *Contractor* is responsible for providing a suitable site for his camp and to provide accommodation for his personnel and labourers. The Contractor request site camp locations and laydown areas required at each location.

The *Employer* approves the proposed location or provides suitable position to locate all facilities, including, as necessary, construction camps, offices, stores, workshops etc. required for the due and proper performance of the Contract.

The *Contractor* supplies and maintains adequate and suitable sheds for the storage of materials that might deteriorate if exposed to the weather.

Allowance is made for an office for the *Project Manager* for the 24 of construction activity on site. The *Contractor* provides, maintains and keeps clean all facilities to be provided for the *Project Manager* and all other facilities for all persons engaged in the *works*.

On completion of the *Works*, or when the facilities provided by the *Contractor* are no longer required, the *Contractor* removes them and clears away all surface indications of their presence.

A 1-phase and 3-phase power supply is available at the SDD via dock mounted kiosk along the dock for the use of small tools, lighting and commissioning of the DB and LCP.



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### 3.1.21. Existing Premises, Inspection and Reinstatement

The *Contractor* shall take all precautions necessary to protect the integrity of surrounding structures. The *contractor* shall be held accountable for any 3rd party damage to infrastructure or services caused by the contractors operations or equipment, in accordance with this contract.

The *Contractor* is required to attend a mandatory inspection, with the *Employer*, of the infrastructure in and around the construction site area and adjacent buildings before site establishment, in order to agree on its current condition.

Records and photographs will be taken during this inspection which will be used as a benchmark for reference if an incident occurs or if damage is identified at the end of the contract.

### 3.1.22. Facilities provided by the *Contractor*: General

The *Contractor* shall establish his construction offices, workshops and any other facilities within the prescribed battery limits of the site. All facilities established by the *Contractor* on the Site and Working Areas shall be done in a manner that does not adversely affect the environment. However, before construction can begin, the *Contractor* shall submit to the *Project Manager* for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the *Contractor* proposes to put in place.

The plans shall detail the locality as well as the layout of the waste facilities for litter, kitchen refuse and workshop-derived effluents or waste. The *Contractor's* intended mitigation measures for any negative impacts on the site during construction shall be indicated on the plan.

The *Contractor* will have to make his/her own arrangements for communication facilities which will enable the *Project Manager* to make contact with him during normal office hours.

During the construction of the works, the site shall at all times be kept in a neat and tidy condition. The *Contractor* shall provide for the cleaning up and carting away of all rubbish and debris of whatever kind throughout the currency of the contract. The *Project Manager* may order the contractor to stop all work, until such time as, in his opinion, this condition has been observed. The cost of disposal and any other fees payable for disposal shall be deemed to be included in the rates.

The *Contractor* shall, within one month of the date of completion of the works; remove from site all his equipment, material, stores and accommodation or any other asset belonging to him and leave the site in a tidy condition, to the satisfaction of the *Project Manager*.

The *Contractor* shall comply with all security requirements applicable to the site. No direct payment for security measures shall be made and the *Contractor* shall make adequate provision in his tendered rates for all security measures that are deemed necessary by him to protect and safeguard his staff, plant, materials and equipment.



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### 3.1.23. **Limitation of Contractor's Responsibility in relation to Site Services, Facilities and Equipment**

Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.20, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to provide the *Works* remains the responsibility of the *Contractor*.

### 3.1.24. The *Employer* makes the following facilities available for rental to the *Contractor*:

Synchrolift – a lay down area may be used, but specific location and size needs to be agreed to with TNPA Project Manager and other stakeholders. The duration will be limited to 3 months.

SDD - a lay down area may be used, but specific location and size needs to be agreed to with TNPA Project Manager and other stakeholders. The duration will be limited to 4 months. It would be required to work alongside other users.

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

### 3.1.26. Facilities provided by the *Contractor*:

#### Electricity:

The *Contractor* makes arrangements for the use the dock mounted kiosks with the *Employer's* officials and pays all installation and consumption charges for the power supply required (supply to be separately metered by the *Contractor*). Any costs arising from this are covered under the rates tendered for the General Requirements and Conditions (i.e. Preliminary and General) items in the Bill of Quantities.

#### Water:

The *Contractor* pays all charges for the non-potable water supply required for construction purposes. Any costs arising from this are covered under the rates tendered for the General Requirements and Conditions (i.e. Preliminary and General) items in the Bill of Quantities.

Potable water supply for the use of drinking and site office requirements is not provided by the *Employer* and is provided by the *Contractor*. Any costs arising from this are covered under the rates tendered for the General Requirements and Conditions (i.e. Preliminary and General) items in the Bill of Quantities

#### Toilets:

The *Contractor* provides temporary toilets for his staff's use.



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Telephone and internet:

The *Contractor* is responsible for his own arrangements for internet, data and telephones for his use. Allowance is made for the *Project Manager* for 3G/4G internet / wifi connectivity on site. The *Project Manager* connection is at least 10Mbit/s to allow for video conferencing and other high bandwidth activities.

De-establishment of facilities on Site

Once Completion has been reached, the *Contractor* removes all facilities established on Site and clears away all surface indications of their presence.

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

A site office to be shared by TNPA, Aurecon and Triton, with allowance for a minimum of two representatives from TNPA.

3.1.28. Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.29. Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.30. Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* is liable for the cost of making good any damage to the infrastructure or facilities on the Site, or to any of the *Employer's* property.

The *Contractor* does not disrupt the operation of the dry docks in any way without prior authorization by the *Employer*. Further, the *Contractor* finalises the specific arrangements and timing of such disruptions with the *Employer's* staff responsible for the operation of the dry docks, eight weeks in advance of the event. Only upon the written confirmation of the Head: Ship Repair be switched off for the *Contractor*.

Any shutdowns or plant interruptions are kept to a minimum and the shortest time possible. The *Contractor* provides written motivation for any planned shutdown and proof of planning for the shutdown event at least 21 days in advance for approval by *Employer*.

The *Contractor* takes note that several private clients are serviced at the dry docks, which could imply the *Contractor's* preferred outage dates cannot always be accommodated and reasonable flexibility in the proposed program is allowed for this.

The *Contractor* executes the *Works* in such a way as to allow the *Employer's* operation and maintenance staff to have safe and convenient access to all parts of the dry docks (including those pumps that are required to be operational whilst the *Contractor* executes the *Works* in a staged fashion for sets of pumps), excepting those parts where the *Contractor* has been granted full access and possession and which have thus been temporarily de-commissioned for the execution of the *Works*.

3.1.31. The *Contractor* inspects and surveys the SDD grooves to confirm the dimensions with which the *works* interfaces in conjunction with the *Project Manager*.

3.1.32. Survey control and setting out of the *works*

Survey controls should align with the Topographical survey provided and should be in accordance with TNPA datums and in reference to Chart Datum (CD). Surveys should be made available to the Project Manager and Engineer. A survey of the two inner caisson grooves should be undertaken at the start of the *Works* to confirm the dimensions.

3.1.33. Control of noise, dust, water and waste to align with the H&S Specification and EMP.

### 3.2. Completion, testing, commissioning and correction of Defects

3.2.1. **The work to be done by the Completion Date:**

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

**Table 5: Works to be done by Completion Date**

Item of work	To be completed by
Operation and Maintenance manuals, training manuals and As built drawings as per 2.9 under C3.1 <i>Employer's</i> Works Information	8 weeks prior to Completion.
Performance testing of the <i>works</i> in use as specified in paragraph 3.2.5 and 3.2.6.	Completion



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3.2.2. The *Contractor* inspects the *Works* three and nine months after Completion and provides a condition report on all equipment to the Project Manager.

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

In the event of the *Works*, not being completed by the contractual Completion Date, the *Employer* reserves the right to make use of the *Works*, without the *Contractor* having the benefit of having Completion certified until the notified Defects have been rectified.

3.2.4. **Materials facilities and samples for tests and inspections:**

Where requested by the Supervisor the *Contractor* arranges for samples of all materials to be used to provide the *Works* to be tested and delivers the certified results of all tests to the *Employer*.

The *Contractor* provides the facilities required for in-situ testing of materials.

3.2.5. **Pre-commissioning Testing:**

Pre-Commissioning is to be carried out on major components and equipment supplied and/or installed by the *Contractor* on this Contract. Typically, this would include mechanical and electrical equipment / panels and any items agreed with the *Employer* directly after award of contract. Equipment is generally tested in isolation from other equipment.

These tests include appropriate inspections and functional tests to demonstrate that all items of equipment can be operated safely and at their design performance specification during the commissioning test.

In particular this includes proofing of all protection and safety devices, direction tests if applicable, instrument loop checks, alignment checks, interlocks checks and safety limit checks.

The *Contractor* conducts pre-commissioning tests on the location of fabricating the caisson prior to delivery to Sturrock Dry Dock.

The *Contractor* performs testing as part of pre-commissioning. The *Contractor* establishes a QA system for the testing and commissioning of and the mechanical and electrical items is to be provided with sufficient detail to enable the complete commissioning of the electrical equipment and protection systems.

The purpose of this documentation is to ensure that commissioning electrical plant and protection systems is performed according to acceptable historic standards. The objective is that:

Documentation is made available which indicates:

- Test results
- Equipment tested
- Person who performed the test

- 
- The date on which the tests were performed.

These Pre-Commissioning Tests are carried out after the *Contractor's* own proving of the equipment and are conducted in the presence of the Supervisor.

The required tests on all items of equipment will be agreed between the Supervisor and the *Contractor*. The *Contractor* provides the commissioning team with the necessary test equipment and ensures that the test equipment used has a valid calibration certificate.

Initial Defects listing will be done at this time.

The *Contractor* gives the Supervisor a minimum of 2 weeks' notice of his readiness to carry out the Pre-Commissioning Activities.

### 3.2.6. Commissioning:

Commissioning will be performed prior to Completion.

The *Contractor* submits the commissioning plan to the *Project Manager* for acceptance not less than 8 weeks before commissioning starts.

This commissioning plan includes all tests and inspections deemed necessary by the *Contractor* and Supervisor to prove to the *Project Manager's* satisfaction that all equipment has been delivered according to this specification and must include inter alia operational tests under simulated conditions, functional tests, tests to prove the integrity of the safety and limit systems and inspections for final quality, including paint and corrosion protection quality.

The *Employer* will endeavour to make space and time available for commissioning as soon as possible after the Plant has been made available for commissioning by the *Contractor*.

The *Employer* gives the *Contractor* a minimum of 48 hours' notice of the date and time that commissioning can take place. The *Contractor* must, however, make provision for a maximum delay of 21 days to accommodate ship schedules. Any standing time delays exceeding seven days will be paid for by the *Employer* at scheduled rates in accordance with the conditions of contract. The *Contractor* makes provision for commissioning to start at any hour of the day or night.

Commissioning to include operating the gate and scuttling into the groove, with the dry dock then being drained to test the seal, and to test the operating of the valves and control system. A Caisson sink and float operations into both inner groove at Sturrock Dry Dock should be undertaken with no leaking shown after 2 hours in place. This will be called the Caisson Functional Test.

This fully operational test will be undertaken by the *Employer* with the *Contractor* in attendance.

Any adjustment, repair, etc. necessary to achieve the Performance of the *Works* is to be done at the expense of the *Contractor*.



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If any part of the system fails to meet its designed performance criteria, or breaks down during the commissioning period, it is to be repaired or replaced and, at the discretion of the *Project Manager*, a further similar performance test will be carried out.

Major breakdowns during the performance test will result in the test being abandoned. After the necessary repairs or modifications have been carried out, the performance test will be repeated in its entirety.

The Plant is to be capable of sustaining the designed capacity on a continuous basis under normal operating conditions relating to this type of plant.

The decision as to the plant's ability to maintain such operating conditions will remain entirely with the *Project Manager*. Plant which meets the design capacity under conditions of obvious stress or overload will not be accepted by the *Project Manager*.

The costs of any abortive tests are for the *Contractor's* account. The *Contractor* is also responsible for costs incurred by the *Project Manager* and the *Employer* resulting from these abortive tests.

**3.2.7. Start-up procedures required to put the works into operation:**

The *Contractor* submits a detailed start up protocol as part of the commissioning protocol, eight weeks prior to commissioning.

**3.2.8. Take over procedures:**

Take-over is at the same time as Completion, after successful commissioning and correction of defects.

3.2.9. The *Contractor* ensures that the documentation as described under paragraph 2.9 of the *Works Information* is presented to the *Project Manager* before Completion.

3.2.10. The *Contractor* complies with the following constraints and procedures as described in section 3.1 above where the *Project Manager* arranges access for the *Contractor* after Completion. The *Contractor* complies with the requirements of the *Employer's* Health and Safety Standard.

**3.2.11. Operational Maintenance after Completion:**

Operational maintenance of all the equipment and system after completion of the Performance Test remains the responsibility of the *Contractor* until the Defects Date, including all labour and parts. No additional payment will be made for any maintenance which may become necessary during this period.

**3.2.12. Training and technology transfer:**

A thorough understanding of the new caisson operational philosophy, new equipment and control system is transferred to the *Employer's* operational staff as outlined in section 6.8.



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#### 4. Plant and Materials Standards and Workmanship

##### 4.1. General

##### 4.2. Civil Engineering and Structural Works

4.2.1. Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.2.2. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.2.3. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

4.2.4. Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "*Employer*";

Where the word or expression "Contractor" is used, read "*Contractor*";

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment are in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

4.2.5. Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information;





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“Measurement and payment” and the further definitions contained within 6.3 c) are deleted. Assessment and payment are in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.2.6. Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

“Approval” by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.2.7. SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety.

Assessment and payment are in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.2.8. SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer’s Works Information*.

4.2.9. Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression “Plant” is used, read “Equipment”.

4.2.10. SANS 1200 A: GENERAL 7.2 *CONTRACTOR’S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer’s Works Information*.

4.2.11. SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer’s Works Information*.

4.2.12. Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression “specification” is used, read “Works Information”.

4.2.13. SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer’s Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.2.14. Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression “Engineer” is used, read “*Supervisor*”.



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- 4.2.15. SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment are in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.2.16. The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used ] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

### 4.3. Electrical, Control and Instrumentation engineering works

- 4.3.1. The requirements for all Electrical, control and instrumentation scope of the *Works* is defined in [Annexure B](#).
- 4.3.2. Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC defined term compliance.

### 4.4. Performance Requirements

The performance requirements of the *works* are specified in the relevant clauses of this document and in the respective Annexures.

## 5. List of Drawings

### 5.1. Drawings issued by the *Employer*

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

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

**Table 6: Drawing List**

Drawing number	Revision	Title
<b>Mechanical Drawings</b>		
507343-0000-DRG-PP-001	T0	Overall Caisson Piping & Instrumentation Diagram
<b>Structural Drawings</b>		
507343-0000-DRG-SS-101	D	Caisson Structure
507343-0000-DRG-SS-102	C	Keel Details
507343-0000-DRG-SS-103	B	Manhole Details
507343-0000-DRG-SS-104	B	Docking Plug
507343-0000-DRG-SS-105	B	W.T. Door



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507343-0000-DRG-SS-106	D	Road Deck Hatch
507343-0000-DRG-SS-107	A	Mushroom Vent Details
507343-0000-DRG-SS-108	B	Docking Plinth Details
507343-0000-DRG-SS-109	C	Handrail and Stairs
507343-0000-DRG-SS-109	C	Piping and Ventilation Details
507343-0000-DRG-SS-110	A	Fender, Bollard and Fairlead Details
507343-0000-DRG-SS-111	B	Cable Duct
507343-0000-DRG-SS-112	B	Crawl Beam
507343-0000-DRG-SS-113	B	Cathodic Protection
507343-0000-DRG-SS-115	B	General Arrangement
507343-0000-DRG-SS-116	B	Safety Plan
507343-0000-DRG-SS-117	B	Cutting Templates
<b>Electrical Drawings</b>		
507343-0000-DRG-EE-001	T0	Single Line Diagram Symbol Sheet
507343-0000-DRG-EE-002	T0	Single Line Diagram
507343-0000-DRG-EE-003	T0	DB-CAISSON General Arrangement
507343-0000-DRG-EE-004	T0	Lighting Layout
507343-0000-DRG-EE-005	T0	Power Layout
507343-0000-DRG-EE-006	T0	Cable Routing Layout
<b>Electronic Drawings</b>		
507343-0000-DRG-II-001	T0	Control Architecture Network Diagram
507343-0000-DRG-II-002	T0	Control Console Layout Diagram
507343-0000-DRG-PP-001	T0	Control Network General Arrangement

## SECTION 2

### 6. Management and start up

#### 6.1. Management meetings

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

**Table 7: Meetings List**

Title and purpose	Approximate time & interval	Location	Attendance by:
<b>Risk Meetings</b>	Monthly	TBC	<b>Project Manager, Contractor, Supervisor</b>
<b>Progress Meetings</b>	Monthly	TBC	<b>Project Manager, Contractor, Supervisor</b>
<b>SHE Meetings</b>	Ad-hoc		<i>As required</i>
<b>Compensation Event Meetings</b>	Ad-hoc		<i>As required</i>
<b>Risk Reduction Meetings</b>	Ad-hoc		<i>As required</i>

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

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

#### 6.2. Documentation Control

In undertaking the 'Works' (including all incidental services required), the Supplier conforms and adheres to the requirements of the Transnet National Port Authority transmittal process, with the use of the Squad Check Form and the Document Transmittal Note included in [Annexure G](#).

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



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### 6.3. Safety risk management

6.3.1. The *Contractor* complies with the following SMP:

Please refer to TNPA SHERQ Group policy, TNPA H&S Management, Eppen Burger H&S Specification and Eppen Burger H&S Baseline risk assessment. All provided in [Annexure F](#).

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

6.3.3. The *Contractor* in the performance of the *works* establishes an incentive programme for its employees with respect to SMP compliance.

6.3.4. The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas, please refer to [Annexures E](#) and [F](#).

6.3.5. The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required, please refer to [Annexures E](#) and [F](#).

6.3.6. The *Contractor* arranges and participates in a FEL4 HAZOP once the following design documents have been approved by the *Project Manager* for this purpose:

- *Contractor's* Process or Piping and Instrumentation Diagram (P&ID),
- Detailed control philosophy, and
- Motor, equipment and instrumentation list.

The undertaking of a hazard and operability (HAZOP) study is considered critical to the success of the Contract and achievement of the *Employer's* Objectives. It is intended that participants include representatives of the *Project Manager*, the *Contractor*, and technical representatives of the *Employer* responsible for planning, maintenance, and operation.

The *Contractor* employs a suitably experienced and independent consultant (to be approved by the *Project Manager*) to lead a HAZOP study in accordance with generally accepted industry practise and Transnet risk mitigation requirements at FEL 4 stage. The consultant is commissioned to provide a report detailing the findings of the study. The study is undertaken at the *Employer's* offices in Cape Town or a suitable venue offered by the *Contractor*. A minimum of two days to be allowed for.

All design documents are updated by the *Contractor* after completion of the study, to reflect the decisions reached.

The *Contractor's* design team members for all components of the *Works* (as a minimum including those staff proposed by the *Contractor* in his Schedule of Key Personnel Assigned to the Contract forming part of the *Contractor's* Proposal, plus the software Systems Integrator) are present for the full duration of the study.

#### **6.4. Environmental constraints and management**

This project entails replacement of the existing infrastructure and does not trigger any listed activities in terms of Environmental Impact Assessments (EIA) listed Activities 2014, therefore an EIA will not be required.

Please refer to [Annexure E](#).

#### **6.5. Quality assurance requirements**

- 6.5.1. The *Contractor* has, maintains and demonstrates its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System conforms to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2. The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
  - Quality Policy
  - Index of Procedures to be used; and
  - A schedule of internal and external audits during the contract
- 6.5.3. The *Contractor* develops and maintains a comprehensive register of documents that are generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4. The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the *Project Manager*



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responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

6.5.5. The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the Works Information

## **6.6. Programming constraints**

6.6.1. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the Engineer to be complied to.

6.6.2. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format

6.6.3. The *Contractor* uses Primavera version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the *Project Manager*.

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

6.6.5. The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].

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

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline



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- A narrative status report, which includes progress with key deliverables, status, performance, manhours, resourcing and plant on site.

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

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

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

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

6.6.10. The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].

6.6.11. Others [state specific third parties] operate on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].

## **6.7. *Contractor's* management, supervision and key people**

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

6.7.2. The site team consists of a Construction Manager, Site Secretary, Health & Safety Officer, Site QA/QC Controller, Fabrication Supervisor, Mechanical & Piping Supervisor, Electrical &



Instrumentation Supervisor, Coded Welders, Electricians, Millwrights, Site Planner, Site Contracts Administrator or alternative proposed by the *Contractor*.

## 6.8. Training workshops and technology transfer

6.8.1. The *Contractor* facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop
- The *Contractor* ensures that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance is kept in the health & safety file. A suitable venue must be supplied to house this training.

6.8.2. It is essential that the *Contractor* provides comprehensive training (both theoretical and practical) to the *Employer's* staff members in the operation and maintenance of the *works*. On completion of the training, it is expected that the *Employer's* personnel will be able to deal competently with any out-of-course situation that may arise during daily operation of the plant.

The *Contractor* compiles a Training Manual containing easy-to-understand notes on all the subject matter covered in the training courses. Separate manuals are prepared for Operations training and Maintenance training. Each Learner must receive a copy of the Training Manual for the course that he/she has attended. In addition, three copies of each Training Manual must be provided for the *Project Manager* to deliver to the *Employer* for reference purposes.

All training must be completed before the commencement of Completion. The *Employer* will not accept responsibility for the Operation and Maintenance of any of the *works* in use until the training has been satisfactorily completed.

The *Contractor* submits a Training Programme to the *Project Manager* for review no later than eight weeks before Completion. Because the *Employer's* personnel are engaged on shift work, it may be necessary to schedule a number of training courses at different times in the day.

The *Contractor* maintains an accurate record of the training given and is to submit a report on completion of the training. The report will include, but not be limited to, details of the Trainer, the scope of the training, the duration of training on each topic and the *Employer's* personnel who received training.



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## **6.9. Insurance provided by the *Employer***

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

## **6.10. Contract change management**

6.10.1. No additional requirements apply to ECC Clause 60 series.

## **6.11. Provision of bonds and guarantees**

6.11.1. The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.11.2. The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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**ANNEXURES**

Annexure Reference	Title	No of page
	This cover page	
A	STRUCTURAL AND MECHANICAL STEEL SPECIFICATION	
B	ELECTRICAL, CONTROL AND INSTRUMENTATION SPECIFICATION	
C	CIVIL <i>WORKS</i> SPECIFICATION	
D	GENERAL SPECIFICATION	
E	ENVIRONMENTAL MANAGEMENT SPECIFICATION	
F	HEALTH AND SAFETY SPECIFICATIONS	
G	TNPA STANDARDS	
H	BOOK OF DRAWINGS	
I	CAISSON GROOVE MAINTENANCE SPECIFICATION	
	<b>Total number of pages</b>	.....

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**ANNEXURE A: STRUCTURAL AND MECHANICAL STEEL SPECIFICATION**

Document Reference	Title	No of page
i.	This cover page Caisson Specification provided by Triton Naval Architects C.C.	1 34
<b>Total number of pages</b>		<b>35</b>



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## ANNEXURE B: ELECTRICAL, CONTROL AND INSTRUMENTATION SPECIFICATION

Document Reference	Title	No of page
	This cover page	1
i.	Particular EC&I specification	22
ii.	EC&I Design Schedules	7
iii.	EC&I Technical Design Specification	22
iv.	Engineer Standard – LV Switchgear and Control Assemblies (SPE-EE-0010)	48
v.	Engineer Standard – Low Voltage Cables (SPE-EE-0011)	20
vi.	Engineer Standard – Cable Support Systems (SPE-EE-0012)	14
vii.	Engineer Standard – Wiring and Outlets (SPE-EE-0013)	25
viii.	Engineer Standard – Lighting (SPE-EE-0014)	15
ix.	Engineer Standard – MV and LV Earthing (SPE-EE-0020)	26
x.	Engineer Standard – Electric Valve Actuators (SPE-EE-026)	28
xi.	Engineer Standard – Fire Detection and Alarm Systems (SPE-EL-0001)	21
xii.	Engineer Standard – General Electronic Installations (SPE-II-0001)	30
xiii.	Engineer Standard – Programmable Logic Controllers (SPE-II-0002)	16
xiv.	Engineer Standard – Radio Telemetry (SPE-II-0004)	19
xv.	Engineer Standard – SCADA (SPE-II-0005)	24
xvi.	Engineer Standard – Instrumentation (SPE-II-0007)	48
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**ANNEXURE C: CIVIL WORKS SPECIFICATION**

Document Reference	Title	No of page
i.	This cover page PSMH ASPHALT BASE AND SURFACING	1 5
<b>Total number of pages</b>		<b>6</b>

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**ANNEXURE D: GENERAL SPECIFICATION**

Document Reference	Title	No of page
	This cover page	1
i.	Operational Philosophy (507343-REP-JJ-002)	17
ii.	Quality Control Specification	5
	<b>Total number of pages</b>	<b>23</b>

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**ANNEXURE E: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

Document Reference	Title	No of page
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<b>Total number of pages</b>		.....



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**ANNEXURE F: HEALTH AND SAFETY SPECIFICATIONS**

<b>Document Reference</b>	<b>Title</b>	<b>No of page</b>
	This cover page	1
i.	Baseline Risk Assessment – Eppen Burger	8
ii.	Health and Safety Specifications – Eppen Burger	110
iii.	Baseline Risk Assessment - TNPA	6
iv.	Design for Health and Safety Management Plan	40
v.	Safety, Health and Environment Specification - TNPA	68
<b>Total number of pages</b>		<b>233</b>

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**ANNEXURE G: TNPA STANDARDS**

Document Reference	Title	No of page
	This cover page	1
i.	Document Control Transmittal Note - TNPA	1
ii.	Squad Check Form - TNPA	1
	<b>Total number of pages</b>	<b>3</b>

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**ANNEXURE H: DRAWINGS**

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i.	This cover page Book of Drawings	1 43
<b>Total number of pages</b>		<b>44</b>

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**ANNEXURE I: CAISSON GROOVE MAINTENANCE SPECIFICATION**

Document Reference	Title	No of page
i.	This cover page Book of Drawings	1 10
<b>Total number of pages</b>		<b>11</b>

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## PART C4: SITE INFORMATION

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C4.2	Annexures	12
<b>Total number of pages</b>		<b>23</b>

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1.2. Battery Limits.....	3
2. Description of Existing Facilities .....	5
2.1. Topographical Survey of Groove.....	6
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4.4. People Restrictions on Site; Hours of Work, Conduct and Records .....	10
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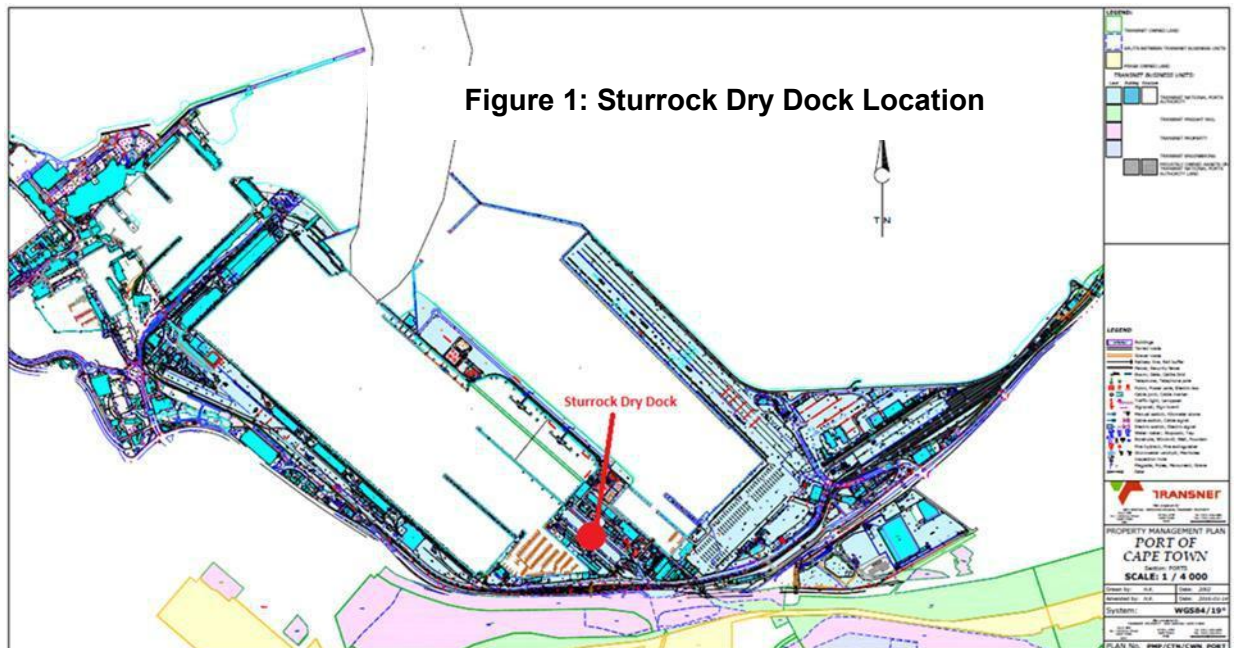
Description of the Works: Replacement of Sturrock Dry Dock (SDD) Inner Caisson Gate at the Port of Cape Town for a period of 24 months

## Project Site

### Site Location

The Sturrock Dry Docks is situated on the South-Eastern end of the port of Cape Town, as shown in Figure 1 below.

### Battery



### Limits

The project falls within the Sturrock Dry Dock (SDD), with the design battery limit being the Sturrock Dry Dock grooves that the gate slots into. The three groove locations are shown in **Figure 2**.

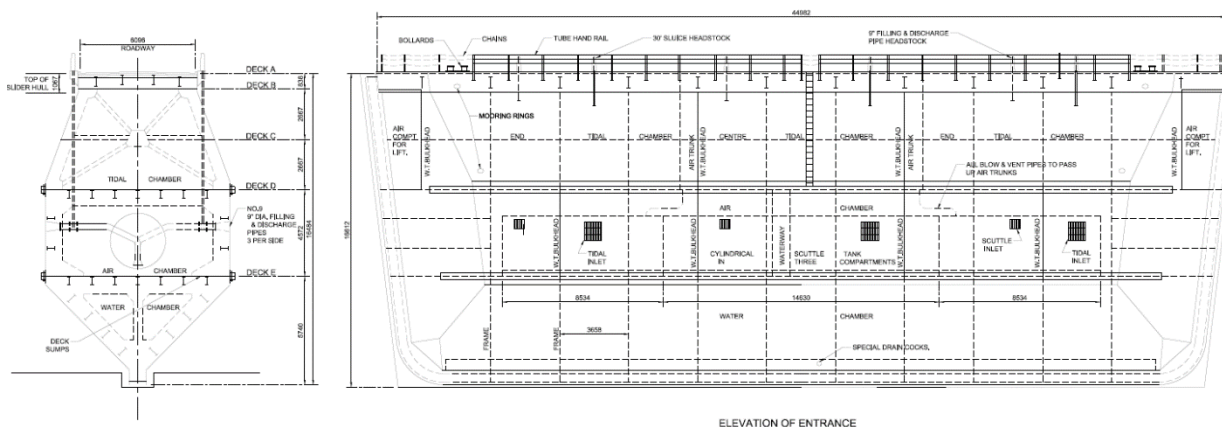


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**Figure 2: Plan View of Floating Gate Docking Grooves**

From the Civil perspective the new caisson shall fit in the existing grooves and thus its outer keel shall be aligned to the dimensions of the concrete grooves and exactly the same as those of the previous caisson. The keel of the previous caisson is shown in **Figure 3**.



**Figure 3: Existing Caisson Cross and Long Section**

The Contractor should provide a high definition laser scan survey of the groove at the start of construction to confirm the dimensions of the groove.

Mechanical battery limits are the connection of the compressed air pipelines with the land-based supply lines.

Electrical battery limits are the connection points on the floating dry dock which connects to the land-based kiosks and the portable generator. Control and instrumentation battery limits are the provision of connection points to the land based SCADA system, including the connections system i.e. WIFI or cable.



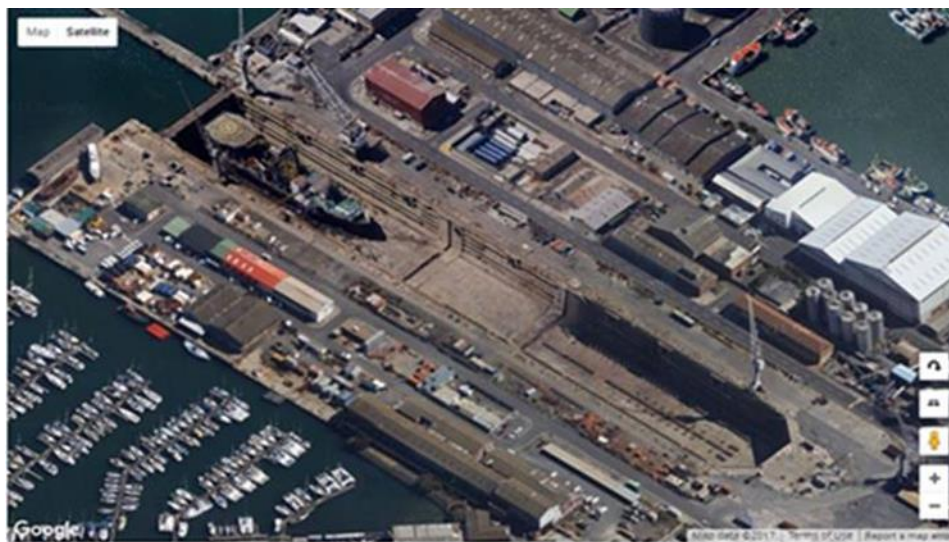
## Description of Existing Facilities

Sturrock Dry Dock, commissioned in the 1940's is a graving type dock that consists of a narrow mass concrete basin that is flooded to allow ships or other marine vessels to be floated in for repairs and maintenance. The basin is then sealed by means of floating and sliding caisson gates before being drained, using a system of pumps and culverts, to allow that load to come to rest on a dry platform.

The key specifications are shown in Table 8, Figure 4 and Figure 5.

**Table 8: Sturrock Dry Dock Key Specifications**

Dimension	Description	Measure
<b>Length</b>	Maximum Available Dock length	359m
	1st Alternative division into two	132m + 216m
	2nd Alternative division into two	205m + 143m
<b>Width</b>	At Cope Level	45m
	At Gutter level	37m
	Draft Over Sill	12m below LAT
<b>Capacity</b>	Maximum Volumetric Capacity	240 000m <sup>3</sup>



**Figure 4: Overview of Sturrock Dry Dock**



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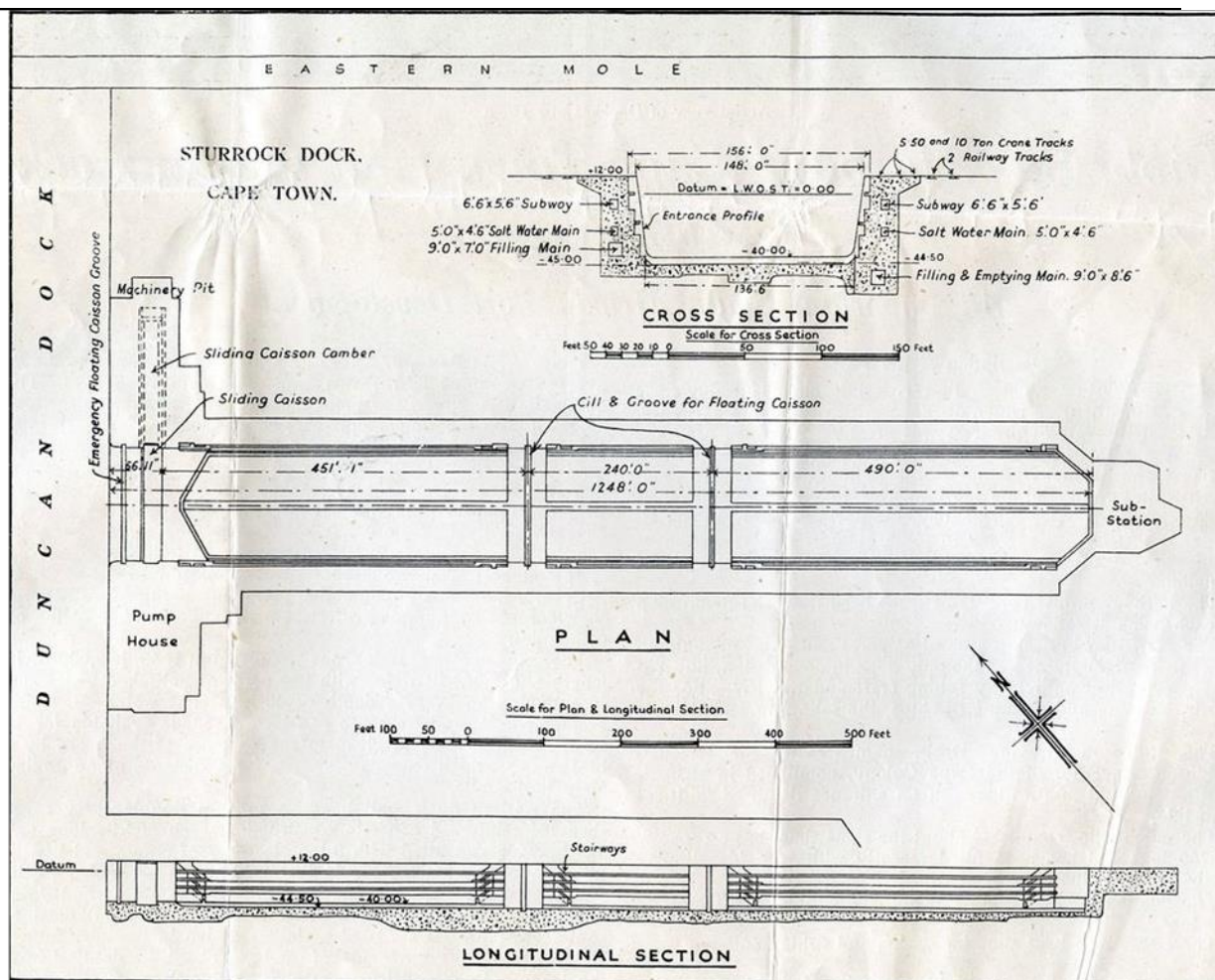


Figure 5: Sturrock Dry Dock Caisson Gates

## Topographical Survey of Groove

A topographical survey was undertaken in December 2019 and the survey report is provided in Annexure A. The 2 gate grooves were filled with water and debris and therefore the groove floor could not be inspected. It was requested that the grooves be emptied prior to the site visit and topographical survey, but TNPA indicated that this was not possible at that stage due to the unavailability of a mobile pump. The inspection of the concrete surfaces was limited to a brief visual inspection and a thorough condition assessment has not been undertaken. Figure 6 and Figure 7 illustrate the concrete deterioration and leaks at the dock gate grooves respectively.



**Figure 6: Spalled Concrete and Repairs to Dock Gate Groove**



**Figure 7: Leaks at Dock Gate Grooves**

Tritan Survey (Pty) Ltd prepared a survey of the groove. This is provided as Annexure A to this document.

### **TNPA Facilities Available for Use**

It is assumed that it would be required to use TNPA facilities for assembly and launching of modules of the floating gate. Some facilities and services could be made available to the *Contractor* for a fixed timeframe and would be based upon shared use of the facilities i.e. other *Contractors* or Ship repair clients would need to be accommodated. The following locations can be made available to the *Contractor* at a fixed rental cost for a limited duration:

Sturrock Dry Dock

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- Part of the Basin
- Laydown area
- Freddy’s Quay

Synchrolift

- Laydown area
- Lift – for the lifting procedure

Other port facilities

- A-Berth – some laydown area could be provided.
- Robinson Dry dock – if required this can be detailed in the bid.

Towage can be provided if required at a fixed hourly cost.

Annexure B provides drawings of the Sturrock Dry Dock and Synchrolift areas and key dimensions.

## Environmental Conditions

### General

The following site conditions shall be taken into consideration in the design and selection of the plant and equipment:

**Table 9: Site Conditions**

Condition Description	Condition Value
Altitude above sea level	+4 m CD – thus, near mean sea level
Minimum Temperature	0°C
Average Temperature	18°C
Maximum Temperature	40°C
Average Relative Humidity	76%
Maximum Relative Humidity	80%
Corrosion Conditions	Severe
Lightning	Infrequent
Wind	Reaching very high speeds

The climate in the area entails high winter rainfall. Summers are generally hot to very hot and dry, with little rainfall, though some rainfall in summer months has occurred in the past. Mist is common during autumn months.

### Water Levels

The tidal range for the Port of Cape Town is provided in **Table 10**.



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**Table 10: Port of Cape Town Tidal Range**

Tide	m CD
HAT	2.02
MHWS	1.74
MSL	0.98
MLWS	0.25
LAT	0

## Wind

Wind loading is not considered applicable to this structure as it functions as either a floating structure, which would react dynamically to wind load, or a semi-submerged structure where wind impact is negligible compared to other pressures. The Contractor should use WeatherSA and independent MetOcean services to confirm the design wind speeds for any temporary works design.

## Waves

The following wave conditions will be considered during design:

The static wave that is included in the design is 2.13 m tidal wave (up to coping height)

The dynamic wave that would be reviewed for loading is 0.5 m wind generated wave which is assumed to be a maximum wave height likely at the Sturrock Dry Dock entrance position. This is considered to have a negligible impact upon the floating gate side panels as larger ocean-based waves are allowed for in the naval architecture design rules, but the uplift force of a trapped wave would be assessed for the static gate when fixed in the groove.

Since the floating caisson is designed as a non-self-propelled vessel, it would likely not be moved during unstable wave conditions. When berthed, the maximum wave would have no structural impact. When docked, the same wave impact is again negligible when compared to other pressures.

## General

### Working Hours

Normal working hours at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday, Inclusive.

### Access Permit Controls

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

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Access to, and possession of, the Site will be granted for the purpose of executing the specified Works. The *Contractor* shall be aware that the dry docks is in permanent use and that Transnet staff and other *contractor* working at the dry dock.

## Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the *Contractor*.

## People Restrictions on Site; Hours of Work, Conduct and Records

The *Contractor* shall advise the Project Manager of his intended working hours at the Contract Kick-off Meeting. The *Contractor* shall notify the Project Manager of any changes in his working hours.

The *Contractor* shall give 48 hours advance notification to the Project Manager on all occasions when he intends to operate extended working hours on a single shift or when he intends to institute shift working with two or more shifts.

The Project Manager's office hours are 08h00 to 17h00 Monday to Fridays. The offices are closed on Saturdays, Sundays and Public Holidays.

The *Contractor* shall record the hours of work for each day to demonstrate that the regulations are not being contravened. The *Contractor* shall keep daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

The *Contractor* shall submit a Daily Activity Report to the Supervisor for acceptance no later than 10h00 on the next working day. The format of the Daily Activity Report is to be agreed at the start of the project with the Supervisor. The *Contractor* is free to propose his own template, provided that the information given complies with the Supervisor's requirements.

## Employer's Site Entry and Security Control, Permits, and Site Regulations

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

Identity cards are issued by Transnet National Ports Authority (TNPA) Port of Cape Town, during normal working hours on weekdays only.

The following items must be furnished with each application for an identity card:

A letter on the *Contractor's* company letter head stating the applicant's full names, ID number, reason for requesting the ID card, area in TNPA that he/she will be working, a summary of the work to be done and the start and end date of the contract;



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A letter of confirmation on a TNPA letterhead signed by the TNPA Manager overseeing the contract with the *Contractor* / contracting company;

A letter signed by the TNPA Security Manager (or delegated person) after perusing the above documentation, confirming the request for an ID card.

A completed application form (available from TNPA Customer Services); and

Positive identification of the applicant (green bar-coded RSA ID, new smart ID document or driver's license).

Temporary Access Permits, valid on the day of issue only, are obtainable from the TNPA Permit Office. The following items must be furnished with each application for a Temporary Access Permit:

A letter on the Contractor's company letter head stating the applicant's full names, ID number, and reason for requesting the ID card and area in TNPA that he/she will be working;

A letter of confirmation on a TNPA letterhead signed by the TNPA Manager overseeing the contract with the Contractor / contracting company;

Positive identification of the applicant (green bar-coded RSA ID or drivers license or new smart ID document or driver's license); and

Identification document copies shall be original copies certified (by SAPS) ID copies.

Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port. All personnel entering the Port are subject to breathalyser tests. Only those persons whose test result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

## Permit to Work (TNPA)

In addition to statutory requirements, the *Contractor* must be in possession of a Permit to Work (PTW), as issued by TNPA, before commencing any activities on Site.

Permits will be issued and cleared on conditions as below:

Safety File vetted and approved by TNPA Risk Specialist; and

TNPA Safety Inductions completed.

Permit Requirements:

Method Statement (each Task Scope of work) aligned to PTW;

Risk Assessment (each Task Risk Assessment) aligned to PTW;

Lock-Out Systems are in place;

Comply with confined space procedures;



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Contingencies as required;

All work to be screened and authorized before PTW Issued;

Additional precautions by Hot work Inspector;

Permit validity is for 5 days maximum for general hot work; and

PTW Completion – sign off.

## **Port Rules 154 Hot Work Permit Requirements**

Project Safety officer to define specific areas deemed as confined spaces and those not.

A hot work permit costs R500 and is valid for 5 days;

Continuous gas monitoring for release of vapour or gas;

The fire watch to standby 30 minutes after the completion of hot work for the day to ensure that all hot spots are eliminated or extinguished;

Fire extinguishers and a charged water line to be placed at strategic points and to be in a state of readiness;

Ensure that all ignition sources feeds/ supply (generators; gas cylinders) are kept and stored outside the perimeters of the hazard zone;

Work is only to commence once the appropriate permit and RA has been completed and signed off.  
NO PERMIT- NO WORK;

All power supply cables and power cords are to be in a good working condition and inspection registers are kept and maintained;

Only a valid fire extinguisher is to be kept within a close proximity of the assigned task;

All cocoons to be constructed in such a way as to ensure 100% spark containment and has positive ventilation;

Inspection cocoon checklists to be signed by Supervisor. (Check prevailing wind);

All cocoon fire blankets are to be hosed down periodically and be kept damp as well as the ground surface area around the cocoon;

All potential hazards and controls are to be communicated to all the employees;

The foreman and the competent safety watcher are to be in attendance ensuring compliance throughout all hot work activities;

Ensure that there is compliance to TNPA safe working distance from the berth/ ships edge (30 metres);

Ensure the use of mandatory PPE requirements;

All work will be stopped when inclement weather has a direct impact on health and safety;





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All work must stop immediately when emergency evacuation alarm is sounded – evacuate the area to assembly point; and

Emergency Evacuation Procedures to displayed and communicated to all personnel.

Please note: The above precautions are not limited and additional precautions or requirements may be mandatory, subjected to the Risk Assessment of the task/activity.