

**Transnet National Ports Authority**  
an Operating Division **TRANSNET SOC LTD**  
[Registration Number 1990/000900/30]

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

**FOR THE SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE  
CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED  
FOR A PERIOD OF THREE (3) YEARS**

<b>RFP NUMBER</b>	<b>: TNPA/2023/09/0015/42339/RFP</b>
<b>ISSUE DATE</b>	<b>: 24 JUNE 2024</b>
<b>NON-COMPULSORY BRIEFING</b>	<b>: 02 JULY 2024</b>
<b>CLOSING DATE</b>	<b>: 12 JULY 2024</b>
<b>CLOSING TIME</b>	<b>: 16:00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>NON-COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A non-compulsory Tender Clarification Meeting will be conducted at the Procurement Boardroom, HR and Procurement Building, 34 South Arm Road, Port of Cape Town, V &amp; A Waterfront <b>on 02 July 2024, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The non-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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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0015/42339/RFP

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

<b>DEADLINE FOR CLARIFICATION</b>	All questions or queries should be submitted onto the system (Transnet e-tender portal) or <a href="mailto:TNPATenderEnquiriesCPT@transnet.net">TNPATenderEnquiriesCPT@transnet.net</a> by <b>08 July 2024 at 12:00 noon</b> . No questions or queries will be attended to after the specified date and time.
<b>CLOSING DATE</b>	<b>16:00 on 12 July 2024</b> 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>

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;



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

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



TRANSNET NATIONAL PORTS AUTHORITY

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Supplier Number..... and Unique registration reference

number.....(Tender Data)

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



**Topics**

- **Tender Requirements**
- **Advertised Tenders**
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

**Tender Requirements**

To become a Transnet supplier, please respond to the tender requirements as stipulated.

Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

**Publication of tender**

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal:

[www.etenders.gov.za](http://www.etenders.gov.za) or

<https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

**Tender submission**

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

**Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams**

Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

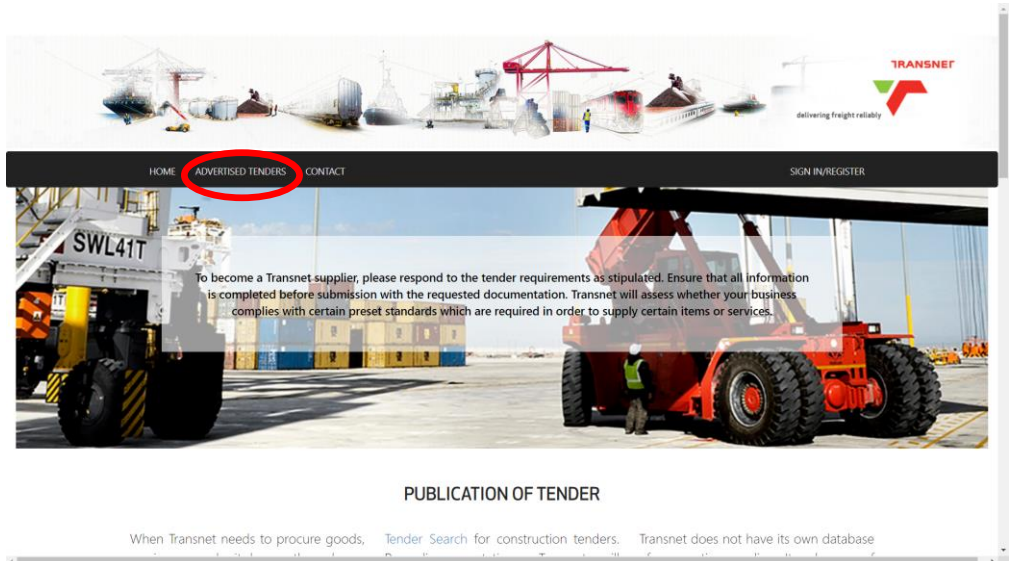
Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	<a href="mailto:sindile.mxunyelwa@transnet.net">sindile.mxunyelwa@transnet.net</a>	031 308 8389
TFR	Prudence Nkabinde	<a href="mailto:prudence.nkabinde@transnet.net">prudence.nkabinde@transnet.net</a>	011 584 0821
TE	Nompilo Dlamini	<a href="mailto:tendercomplaints.transnetengineering@transnet.net">tendercomplaints.transnetengineering@transnet.net</a>	012 391 1374

**eTender Links**

- Transnet SOC Ltd Tenders
- Transnet Port Terminals RFQ/Tenders
- Transnet Freight Rail Tenders

**Advertised Tenders**

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



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





**Topics**

- Tender Requirements
- **Advertised Tenders**
- Register
- Sign In
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	<a href="#">View Details</a>
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	<a href="#">View Details</a>
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	<a href="#">View Details</a>
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	<a href="#">View Details</a>

Showing 1 to 5 of 9 entries First Previous **1** 2 Next Last Activate

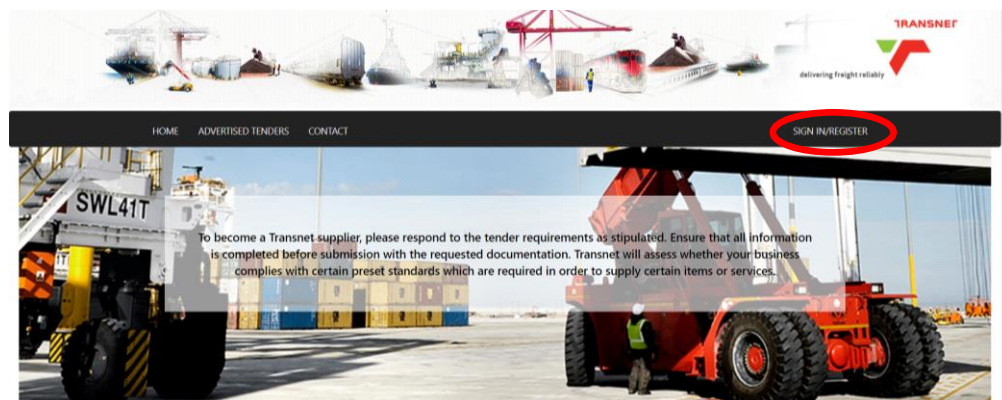
3. Click on the **Attachment** link to view documents attached to the tender

**TRANSNET E-TENDERS**

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	<a href="#">test.pdf</a>

**Register**

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page





Topics

- Tender Requirements
- Advertised Tenders
- **Register**
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- Submit Tender Bid documents

2. Enter your email address and click on the **Send Verification Code** button.

Cancel

TRANSNET

Email Address

**Send verification code**

New Password

Confirm New Password

Given Name

Surname

Organization Name

Organization Type

Organization Type

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

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

dmkwilliams@gmail.com

731564

**Verify code** Send new code

New Password

Confirm New Password

Given Name

Organization Name

Surname

4. Verification notification is displayed. Complete all other fields.

E-mail address verified. You can now continue.

dmkwilliams@gmail.com

**Change e-mail**

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

5. Click on the Create button

Test info

Country/Region

South Africa

Test info

Test info

Test info

Test info

Test info

Test info

**Create**

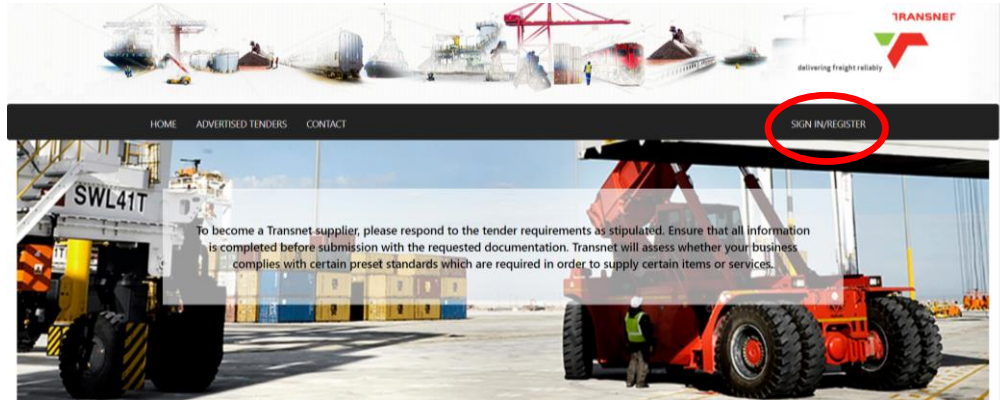


**Topics**

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**Sign In**

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

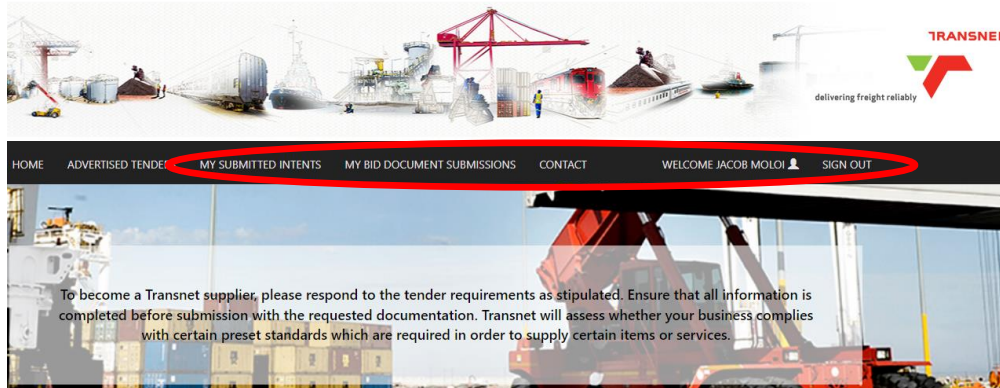
[Forgot your password?](#)

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

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

**Registered user navigation**

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.





**Topics**

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- **View Tender Details**
- **Submit Intent to Bid**
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

**View Tender Details**

1. Click on the **View Details** button to view tender information

Open Tenders    Other Tenders

Show  entries    Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	
TCC/2022/01/0011/RFQ	QA RFQ for Performance	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	

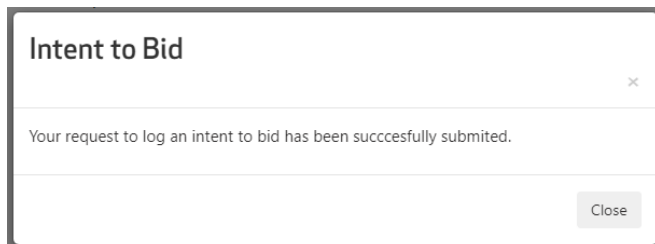
**Submit Intent to Bid**

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

<b>Tender Reference Number</b>	TE/2022/01/0012/RFQ	<b>Briefing Session</b>	
<b>Name Of Tender</b>	QA Public RFQ	<b>Closing Date</b>	1/26/2022 12:00:00 AM
<b>Description</b>	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)	<b>Attachments</b>	<ul style="list-style-type: none"> <li> Excel File.xlsx</li> <li> JPEG File.jpg</li> <li> PDF File.pdf</li> <li> PNG File.PNG</li> <li> PowerPoint File.pptx</li> <li> Text File.txt</li> </ul>
<b>Tender Type</b>	RFQ	<b>Log An Intent To Bid</b>	<input checked="" type="checkbox"/> <span>Activate V Go to Setting</span>
<b>Contact Person</b>	Sonwabile Mtatyana Transnet Corporate Johannesburg		
<b>Contact Person Email Address</b>	Sonwabile.Mtatyana@transnet.net		
<b>Date Published</b>	1/19/2022 1:51:25 PM		
<b>Closing Date</b>	1/26/2022 12:00:00 AM		
<b>Briefing Date And Time</b>			
<b>Briefing Details</b>			
<b>Location Of Service</b>	Carlton Centre		
<b>Name Of Institution</b>	TE		
<b>Tender Category</b>	Goods		

2. A notification will be displayed informing you that your **intent has been successfully submitted.**



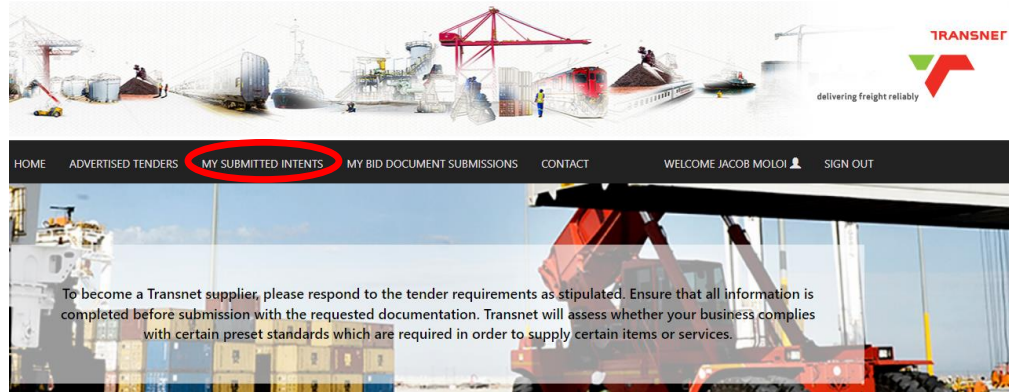


**Topics**

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**View Intent Submissions**

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

**MY SUBMISSION INTENTS**

Show  entries Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	<b>View Details</b>
TE/2021/12/0003/RFQ	test creation from app	tet		12/31/2021 12:00:00 PM	View Details
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	View Details
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	View Details
TP/2021/12/0002/RFQ	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	View Details
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	View Details

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

**SUBMISSION INTENT DETAILS**

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

**QA Public RFQ**  
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

**Briefing Session**

**Closing Date**  
1/26/2022 12:00:00 AM

**Attachments**

- Excel File.xlsx
- JPEG File.jpg
- PDF File.pdf



Topics

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Ask for Clarity (Submit Query)

1. On the Submission Intent Details page, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

- Under 'Submit Queries Below' type your questions in the fields.
2. Click on the **Delete (trash can)** button to delete a field (row)
  3. Click on the blue **Add (+)** button to add another field (row)
  4. Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

6. At the bottom of the screen you can **add additional questions**

Submit All Questions Cancel

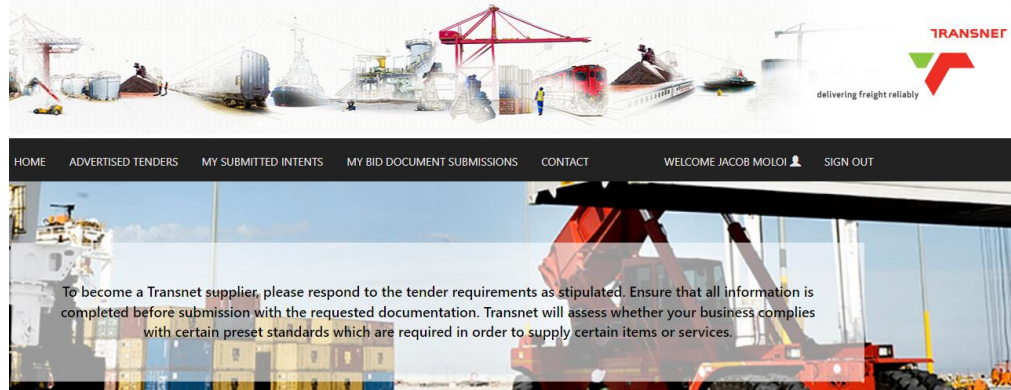


Topics

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- **Submit Tender Bid documents**

Submit Tender Bid Documents

1. Click the **My Submitted** Intents menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

Show 10 entries Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	<a href="#">View Details</a>

3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.



4. Click the **Choose Files** button and select the files to upload.  
5. Click on **Submit Bid**

QA Public RFQ  
Closing Date: 1/26/2022 12:00:00 AM  
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents: No files uploaded.

Drag & drop mandatory documents here

Choose Files

Upload Mandatory Documents

The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable

Terms of Use

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

## T1.2 TENDER DATA

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

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

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

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

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



Part C4: Affected Property

C4.1 Affected Property

C.1.4	The Employer’s agent is:	Contract Specialist
	Name:	Nonceba Magazi-Qelile
	Address:	34 South Arm Road, Port of Cape Town, V&A Waterfront
	E – mail	<a href="mailto:TNPATenderEnquiriesCPT@transnet.net">TNPATenderEnquiriesCPT@transnet.net</a>

Only tenders that are administratively and substantively responsive will be evaluated further in accordance with the 80/20 preference points systems:

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

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

**1. Stage One – Test for Administrative Responsiveness**

The test for Administrative Responsiveness will include the following:

<i>Administrative responsiveness check</i>
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

**2. Stage Two – Test for Substantive Responsiveness**

The test for Substantive Responsiveness will include the following:

<b>Check for substantive responsiveness</b>
<ul style="list-style-type: none"> <li>• Whether the Bid contains a fully completed Pricing Schedule (Transnet template)</li> </ul>
<ul style="list-style-type: none"> <li>• Whether the Bid materially complies with the scope and/or specification given</li> </ul>

**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.

### **3. Stage Three – Functionality**

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

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

- T2.2-02 Quality Management
- T2.2-03 Previous Experience

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.**

#### 4. Stage Four – Preference Point System

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the 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.

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	10
30% Black women owned entities	5
+50% Black Youth owned entities	5
Non-compliant and/or Level 3 – 8 contributors	0

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

Selected Specific Goal	Acceptable Evidence
B-BBEE Level of contributor (1 or 2)	<ul style="list-style-type: none"> <li>• B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li> </ul>
30% Black women owned entities	<ul style="list-style-type: none"> <li>• Certified copy of ID Documents of the Owners and</li> <li>• B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li> </ul>
+50% Black Youth owned entities	<ul style="list-style-type: none"> <li>• Certified copy of ID Documents of the Owners and</li> <li>• B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li> </ul>

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent: (C.1.4)***

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 **12 July 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.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
  3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
  4. Transnet 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 (Annexure F);
-

- 
- 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.

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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 Stage One: Functionality: These schedules will be utilised for evaluation purposes:**

- T2.2-01 **Evaluation Schedule:** Quality Management
- T2.2-02 **Evaluation Schedule:** Previous experience

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-03 Authority to submit tender
- T2.2-04 Capacity and Ability to meet Delivery Schedules
- T2.2-05 Letter of Good Standing
- T2.2-06 Risk Elements
- T2.2-07 Storage Capacity
- T2.2-08 Schedule of Proposed Sub-contractors
- T2.2-09 Record of Addenda

### **2.1.4 Agreement and Commitment by Tenderer:**

- T2.2-10: ANNEX G Compulsory Enterprise Questionnaire
- T2.2-11 Non-Disclosure Agreement
- T2.2-12 RFP – Breach of Law
- T2.2-13 Supplier Code of Conduct
- T2.2-14 Service Provider Integrity Pact
- T2.2-15 RFP Declaration Form
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Agreement in terms of POPIA

### **2.1.5 Transnet Vendor Registration Form:**

- T2.2-18 Supplier Declaration Form

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

## **2.3 C1.2a Contract Data by Purchaser**

## **2.4 C1.2b Contract Data by Supplier**



## **2.5 C2.1 Pricing Assumptions**

## **2.6 C2.2 The Price Schedule**





## T2.2-01: Evaluation Schedule – Quality Management (25)

The tenderer shall as a minimum submit the following:

- Master Quality Plan for the contract, including at a minimum but not limited to: (15)

Expected requirements:

- ✓ Master plan shall layout the quality control process of all supply order, including consumable listings and verification of conditions as collected and delivered.
- ✓ Manufacturer’s Data Sheets (aligned to the technical specifications listed in C3: scope of works))
- ✓ OEM / Main supplier warranty and/or guarantee certificates.
- ✓ Non-Conformance Procedures for defects/issues in supplied orders

Additional Quality protocols:

- Quality Control Plans (QCPs) shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points relevant to the scope of the contract.
  - Quality policy Travel procedures and protocol to ensure quality adherence and preservation of supply goods.
- Company policy on warranties (between 6 – 9 Months), and guarantee of up to 3 months on select products (10)
    - ✓ Company warranty on supplied orders, standard warranty to be provided by the tenderer.
    - ✓ Supplier guarantee or **signed** company policy to adhere to manufacturer guarantee.

**Attached submissions to this schedule:**

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THE SCORING OF THE QUALITY MANAGEMENT WILL BE AS FOLLOWS:

	Points	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
<p><b>Master plan - Supply Contract Quality Management Plan (QMP) for the contract, including at a minimum but not limited to:</b></p> <ul style="list-style-type: none"> <li>• <b>Master plan shall layout the quality control process of all supply order, including consumable listings and verification of conditions as collected and delivered</b></li> <li>• <b>Manufacturer’s Data Sheets (aligned to the technical specifications listed in C3: scope of works))</b></li> <li>• <b>OEM / Main supplier warranty and/or guarantee certificates</b></li> <li>• <b>Non-Conformance Procedures for defects/issues in supplied orders</b></li> </ul>	<b>15</b>	<p>Master Quality Management Plan for the contract is too general with no Contract specifics or requirements or includes none of the 4 listed key areas.</p> <p>Master QMP not submitted.</p>	<p>Master Quality Management Plan for the contract Master QMP is too general, shows minimal alignment to general scopes within contract, and includes 1-2 out of the 4 listed key areas</p>	<p>Master Quality Management Plan for the contract covers the expected requirements, shows alignment to general scopes within contract, and includes 3 out of the 4 listed key areas</p>	<p>Master Quality Management Plan for the contract covers the expected requirements, shows alignment to general scopes within contract, and alignment to general scopes within contract, and includes 4 out of the 4 listed key areas.</p>	<p>Master Quality Management Plan for the contract covers the expected requirements, shows alignment to general scopes within contract, and alignment to general scopes within contract, and includes 4 out of the 4 listed key areas and an additional 1 area of quality adherence protocols.</p>	<p>Master Quality Management Plan for the contract covers the expected requirements, shows alignment to general scopes within contract, and alignment to general scopes within contract, and includes 4 out of the 4 listed key areas and an additional 2 areas of quality adherence protocols.</p>
<p><b>Company policy on warranties of between 6-9 months, and guarantee of up to 3 months on select products</b></p>	<b>10</b>	<p>No Company policy submitted, No warranty or guarantee supplied</p>	<p>Standard warranty up to 3 months, No guarantees provided</p>	<p>Standard warranty more than 3 months but less than 6 months, No guarantees provided</p>	<p>Company policy on standard warranty and Guarantee exercising Standard warranty of 6 months but less than 9 months, Guarantees provided for up to 3 months on select items.</p>	<p>Company policy on standard warranty and Guarantee exercising Standard warranty of 9 months but less than 12 months, Guarantees provided for more than 3 months up to 6 months on select items.</p>	<p>Company policy on standard warranty and Guarantee exercising Standard warranty of at least 1 year. Guarantees provided for up to 6 months on select items.</p>
	<b>Total Points 25</b>						

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## T2.2-02: Evaluation Schedule: Previous Experience (75)

### The tenderer shall as a minimum submit the following:

- Proof of at least 3 reference letters showing previous experience in successfully implementing rate-based supply type contracts or term services agreements **(25)**
  - ✓ Bidders to include table of projects and the applicable reference letters for the to show the alignment of letters to the requested rate-based contracts.
  - ✓ Bidders reference letters should include as a minimum **project/supply information, testimonials pertaining to efficiency, performance and period of activity**. The letter should be signed and dated by the employer company and be on a company letterhead.
- Proof of previous experience successfully implementing supply of consumables for any corporation, with contactable references including project information, supply demand and testimonial to the efficiency and performance of the supplies, with contactable references including project information. **(35)**
  - ✓ Bidders to include table of projects and the applicable reference letters to show the alignment of letters to the requested consumables supply contracts, as a once-off or contract basis.
  - ✓ Bidders reference letters should include as a minimum **project/supply information, testimonials pertaining to efficiency, performance and period of activity**. The letter should be signed and dated by the employer company, and be on a company letterhead.

**NB! No 3<sup>rd</sup> party experience will be considered in this regard, references must be addressed to the Tenderer's company and be indicative of the Tendering company's experience.**

- Proof of Suitably Coded driver for deliveries, listed with current active license (Code 10 or higher) and at least between than 3-4 years relevant experience in conducting deliveries. CV with at least 3-4 years relevant experience within logistics and deliveries. **(15)**
  - ✓ 1 coded Driver (Code 10 or higher)





	Points	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
<b>Proof of at least 3 reference letters showing previous experience in successfully implementing rate-based supply type contracts or term services agreements</b>	25	No Response - No Information provided, i.e. No Previous Experience submitted or Inadequate information submitted (i.e., reference letters submitted not relating to rate based supply type contracts)	One (1) project reference letter submitted of previous projects successfully completed/in progress in rate-based supply contracts, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Two (2) project reference letters submitted of previous projects successfully completed/in progress in rate-based supply contracts, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Three (3) project reference letters submitted of previous projects successfully completed/in progress in rate-based supply contracts, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Four (4) project reference letters submitted of previous projects successfully completed/in progress in rate-based supply contracts, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Five (5) or more project reference letters submitted of previous projects successfully completed/in progress in rate-based supply contracts, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity
<b>Proof of at least 3 reference letters showing previous experience in successfully implementing supply of consumables for any corporation, with contactable references including project information, supply demand and testimonial to the efficiency and performance of the supplies.</b>	35	No Response - No Information provided, i.e. No Previous Experience submitted or Inadequate information submitted (i.e., reference letters submitted not relating to supply of consumables)	One (1) project reference letter submitted of previous experience in the supply of consumables, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Two (2) project reference letters submitted of previous experience in the supply of consumables, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Three (3) project reference letters submitted of previous experience in the supply of consumables, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Four (4) project reference letters submitted of previous experience in the supply of consumables, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity	Five (5) or more project reference letters submitted of previous experience in the supply of consumables, with contactable references including project/supply information, testimonials pertaining to efficiency, turn-around times and performance and period of activity



<p><b>Proof of Suitably Coded driver for deliveries, listed with current active license (Code 10 or Higher) and at least between than 3-4 years relevant experience in conducting deliveries. CV with at least 3-4 years relevant experience within logistics and deliveries.</b></p>	<p><b>15</b></p>	<p>No Response - No Information provided, i.e. No submission or Inadequate information provided (i.e., code lower than code 10 submitted and/or CV does not reflect the relevant experience within logistics and deliveries).</p>	<p>Coded driver (Code 10 or higher) listed, however non-current license / Coded driver (Code 10 or higher) with no relevant experience / a CV with the relevant experience submitted with no License document</p>	<p>Suitable Coded driver (Code 10 or higher) listed with current license and CV indicating less than 3 years relevant experience.</p>	<p>Suitable Coded driver (Code 10 or higher) listed with current license and CV indicating 3 or more years but less than 4 years relevant experience.</p>	<p>Suitable Coded driver (Code 10 or higher) listed with current license and CV indicating 4 or more years but less than 5 years relevant experience.</p>	<p>Suitable Coded driver (Code 10 or higher) listed with current license and CV indicating 5 or more years relevant experience.</p>
	<p><b>Total Points 75</b></p>						



## T2.2-03: Authority to submit a Tender

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

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

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
\_\_\_\_\_, 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



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**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor





TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/09/0015/42339/RFP  
DESCRIPTION OF SUPPLY: SUPPLY AND INSTALLATION OF DRY DOCK OPERATIONS AND MAINTENANCE  
CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF  
THREE (3) YEARS

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## **T2.2-05 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/09/0015/42339/RFP  
DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND  
MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED  
FOR A PERIOD OF THREE (3) YEARS

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**T2.2-07: Storage Capacity**

**Note to tenderers:**

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Purchaser’s requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

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

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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0015/42339/RFP

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE

CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

## T2.2-08: Schedule of Proposed Subcontractors

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

### Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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





TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0015/42339/RFP

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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"/>	

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 THREE (3) YEARS

## T2.2-09: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the Purchaser 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		

## T2.2-10: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy (TPPP)

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION 1 OR 2</b>	<b>10</b>
<b>30% Black Woman Owned Entities</b>	<b>5</b>
<b>+50% Black Youth Owned Entities</b>	<b>5</b>
<b>Non-compliant and/or B-BBEE level 3 – 8 contributors</b>	<b>0</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of 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 defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defined 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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 GOAL

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> <li>B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines</li> </ul>
30% Black woman Owned Entities	<ul style="list-style-type: none"> <li>Certified copy of ID Documents of the Owners and</li> <li>B-BBEE Certificate / Sworn -Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines</li> </ul>
+50% Black Youth Owned Entities	<ul style="list-style-type: none"> <li>Certified copy of ID Documents of the Owners and</li> <li>B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines</li> </ul>

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

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

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

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

<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.





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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the



conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES 1. .... 2. ....
---------------------------------

..... SIGNATURE(S) OF BIDDERS(S) DATE: .....
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## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible

<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.

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

## **T2.2-11 NON-DISCLOSURE AGREEMENT**



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

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

**TRANSNET SOC LTD**

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

**and**

.....  
.....

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

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;



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



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## 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.
- 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



TRANSNET NATIONAL PORTS AUTHORITY

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necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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



## 6. PRINCIPAL

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

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



## T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNATURE OF TENDER

## **T2.2-13 : 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

\_\_\_\_\_

Signature

## **T2.2-14 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

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

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

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

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

#### **4 INDEPENDENT TENDERING**

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



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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

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

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

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

## 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.

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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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



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

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

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

Signature .....

Date .....



**T2.2-15: 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 T2.2-10 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0015/42339/RFP

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- 
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## **T2.2-16 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER

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



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

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

**3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

(Operator)

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

**AS WITNESSES:**

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

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



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## T2.2-18 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.





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**In addition, please take note of the following very important information:**

**1. If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

**2. If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**3. If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.



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5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.



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## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes	No
If <b>YES</b> state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	



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If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?			Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership											
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans							
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:											



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- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician’s letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<p><b>EMPOWERING SUPPLIER</b></p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise (“QSE”), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>SUPPLIER DEVELOPMENT PLAN</b></p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO &amp; BDO etc.).</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>DEVELOPMENT PLAN DOCUMENT</b></p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p><b>ENTERPRISE DEVELOPMENT BENEFICIARY</b></p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>

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<p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	
<p><b>SUPPLIER DEVELOPMENT BENEFICIARY</b></p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>	<p>YES   <input type="radio"/>      NO      <input type="radio"/></p>
<p><b>GRADUATION FROM ED TO SD BENEFICIARY</b></p> <p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>	<p>YES   <input type="radio"/>      NO      <input type="radio"/></p>
<p><b>ENTERPRISE DEVELOPMENT RECIPIENT</b></p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>	<p>YES   <input type="radio"/>      NO      <input type="radio"/></p>

**By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct**

<p>Name and Surname</p>		<p>Designation</p>	
<p>Signature</p>		<p>Date</p>	



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## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare  
 that \_\_\_\_\_ is not a registered VAT  
 vendor and is not required to register as a VAT vendor because the combined value of taxable supplies  
 made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million  
 threshold, as required in terms of the Value Added Tax Act.

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_  
 day of \_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
 and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
 his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
 Commissioner of Oaths



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**APPENDIX C****SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>





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<b>Definition of “Black Designated Groups”</b>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>
--	--

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on

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the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

\_\_\_\_\_  
**Commissioner of Oaths**

Signature & stamp

**APPENDIX D**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0015/42339/RFP

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

<p><b>Definition of “Black People”</b></p>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<p><b>Definition of “Black Designated Groups”</b></p>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
  
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
  
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



TRANSNET NATIONAL PORTS AUTHORITY  
 CONTRACT NUMBER: TNPA/2023/09/0015/42339/RFP  
 CONTRACT TITLE: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

## C1.1 Form of Offer & Acceptance

### Offer

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

### **SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* 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>NOT APPLICABLE</b>
Value Added Tax @ 15% is	<b>NOT APPLICABLE</b>
The offered total of the amount due inclusive of VAT is	<b>NOT APPLICABLE</b>
(in words) <b>NOT APPLICABLE</b>	

This Offer may be accepted by the *Purchaser* 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 *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date



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## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the tenderer's Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* 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 *Purchaser* 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: Goods Information including Supply Requirements                   |

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 *Purchaser* 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 *Purchaser's Supply Manager* (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 *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* 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  
Purchaser**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date





TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/09/0015/42339/RFP

CONTRACT TITLE: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

## Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. 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 Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* 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 *Purchaser* during this process of Offer and Acceptance.

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

### For the tenderer:

### For the Purchaser

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

*Transnet SOC Ltd*

Name &  
signature  
of witness

Date



## C1.2 SC Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X17: Low performance damages</b> <b>X20: Key Performance Indicators</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	<b>Transnet SOC Ltd (Reg no. 1990/000900/30)</b>
	Address	<b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
10.1	The <i>Supply Manager</i> is (name):	<b>TBA</b>
	Address	<b>Dockmaster Office, Ship Repair, Duncan Street, Port of Cape Town</b>
	Tel	<b>TBA</b>
11.2(13)	The <i>goods</i> are	<b>Dry Dock Operations and Maintenance Consumables</b>
11.2(13)	The <i>services</i> are	<b>Supply and deliver of the goods</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Late delivery</b>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Supply and all documents</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa</b>



13.1	The <i>language of this contract</i> is	<b>English</b>				
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>				
2	<b>The <i>Supplier's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>				
3	<b>Time</b>					
30.1	The <i>starting date</i> is.	<b>To Be Advised</b>				
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="1"> <tr> <td><i>goods and services</i></td> <td><i>delivery date</i></td> </tr> <tr> <td>Supply and delivery of operations and maintenance consumables</td> <td>As and When required</td> </tr> </table>	<i>goods and services</i>	<i>delivery date</i>	Supply and delivery of operations and maintenance consumables	As and When required
<i>goods and services</i>	<i>delivery date</i>					
Supply and delivery of operations and maintenance consumables	As and When required					
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.					
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>				
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks.</b>				
4	<b>Testing and defects</b>					
42	The <i>defects date</i> is	<b>Four (4) weeks after Delivery.</b>				
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</b>				
42.2	The <i>defects access period</i> is	<b>Five (5) working days</b>				
5	<b>Payment</b>					
50.1	The <i>assessment interval</i> is monthly	<b>On the twenty fifth (25<sup>th</sup>) of each successive month.</b>				
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>				
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</b>				
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Rand Merchant Bank of South Africa.</b>				
6	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>				
7	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>				
8	<b>Risks, liabilities, indemnities</b>					




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## and insurance

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80.1	These are additional <i>Purchaser's</i> risks	<b>Nothing</b>
84.1	The <i>Purchaser</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 is	<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 is	<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>
84.1	The <i>Supplier</i> provides these additional insurances	
	1. 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 is	<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>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract for any one event is:	<b>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.</b>



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84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>Total of the Prices</b>
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<b>Total of the Prices</b>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices</b>
88.5	The <i>end of liability date</i> is	<b>One (1) year after Delivery of the whole of the goods and services.</b>

## 9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	<b>The person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.</b>
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of The Association of Arbitrators (Southern Africa)</b>
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).</b>
94.4(5)	The place where arbitration is to be held is	<b>Cape Town, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).</b>

## 10 Data for Option clauses

### X1 Price adjustment for inflation



X1.1	The <i>base date</i> for indices is	<b>One Month before Tender Closing</b>		
	The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		<b>0.10</b>	<b>Labour (People) SEIFSA – Table C3</b>	<b>The SEIFSA Labour Indices: Table C-3</b>
		<b>0.10</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>0.15</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>0.60</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>0.05</b>	<b>Fuel</b>	<b>The SEIFSA petroleum product index table L-2</b>
		<b>1.00</b>		
	<b>0.15 non-adjustable</b>			



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<b>X2</b>	<b>Changes in the law</b>		
X2.1	A change in the law of	<b>is a compensation event if it occurs after the Contract Date</b>	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of Consumables</b>	<b>amount per day</b> <b>10% of the material to be delivered</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Annexure [•] to this Contract Data</b>	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>Six [6] months</b>	
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>		
<b>Z3</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>		
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 <i>Purchaser</i> by a financial institution reasonably acceptable to the <i>Purchaser</i> .		
<b>Z4</b>	<b>Additional clauses relating to Joint Venture</b>		



Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Supplier* is a joint venture, the *Supplier* shall provide the *Purchaser* 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:

of their joint and several liabilities to the *Purchaser* to Provide the *Goods*;

identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Supplier's* representative;

Identification of the roles and responsibilities of the constituents to provide the *Goods*.

Financial requirements for the Joint Venture:

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;

the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z4.2

Insert additional core clause 27.6

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






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**Z5 Additional obligations in respect of Termination**

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Z5.1		<p>The following will be included under core clause 91.1:          In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z5.2	Termination Table	<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>
Z5.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>

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**Z6 Right Reserved by the *Purchaser* to Conduct Vetting through SSA**

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Z6.1		<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>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.</p> <p>Secret – this 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.</p> <p>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.</p>
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**Z7 Additional Clause Relating to Collusion and/or Tender Rigging**

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Z7.1 The contract award is made without prejudice to any rights the *Purchaser* may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.

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**Z8 Protection of Personal Information Act**

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Z8.1 The *Purchaser* and the *Supplier* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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# C1.2 Contract Data

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

### Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009 with amendments dated April 2013) and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Data is required relevant to the option selected. Complete by hand and in ink.

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	<b>NOT APPLICABLE</b>												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 70%; text-align: center;"><i>goods and services</i></th> <th style="width: 20%; text-align: center;"><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="border-left: 1px dashed black; border-right: 1px dashed black;"></td> <td style="border-left: 1px dashed black; border-right: 1px dashed black;"></td> </tr> <tr> <td style="text-align: center;">2</td> <td style="border-left: 1px dashed black; border-right: 1px dashed black;"></td> <td style="border-left: 1px dashed black; border-right: 1px dashed black;"></td> </tr> <tr> <td style="text-align: center;">3</td> <td style="border-left: 1px dashed black; border-right: 1px dashed black;"></td> <td style="border-left: 1px dashed black; border-right: 1px dashed black;"></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1			2			3		
	<i>goods and services</i>	<i>delivery date</i>												
1														
2														
3														



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TITLE OF CONTRACT: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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31.1	The programme identified in the Contract Data is contained in:	
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%

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## **PART C2: PRICING DATA**

### **NEC3 Supply Contract**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	20



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 CONTRACT NUMBER: TNPA/2023/09/0015/42339/RFP  
 CONTRACT TITLE: SUPPLY AND DELIVERY OF DRY DOCK OPERATIONS AND MAINTENANCE CONSUMABLES FOR SHIP REPAIR IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

## C2.1 Pricing assumptions

### 1. The *conditions of contract*

#### 1.1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC)(with amendments April 2013) core clauses states:

<b>Identified and defined terms</b>	11 11.2	<p>(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
<b>Assessing the amount due</b>	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,</li> <li>• plus other amounts to be paid to the <i>Supplier</i>,</li> <li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

#### 1.2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

#### 1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.



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1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

#### **1.4. Format of the *price schedule***

(From Appendix 5 on page 78 of the SC Guidance Notes)

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.



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## C2.2 the *price schedule*

Item no	Description	Unit	Quantity	Rate
<b>A</b>	<b>DOCKING BLOCKS</b>			
	<b>SDD PROFILES</b>			
1	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 50mm	EACH	1	
2	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 75mm	EACH	1	
3	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 100mm	EACH	1	
4	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 125mm	EACH	1	
5	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 150mm	EACH	1	
6	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 175mm	EACH	1	
7	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 200mm	EACH	1	
8	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 225mm	EACH	1	
9	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 250mm	EACH	1	
10	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 275mm	EACH	1	
11	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,7m x 300mm x 300mm	EACH	1	





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12	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 50mm	EACH	1	
13	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 75mm	EACH	1	
14	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 100mm	EACH	1	
15	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 125mm	EACH	1	
16	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 150mm	EACH	1	
17	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 175mm	EACH	1	
18	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 200mm	EACH	1	
19	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 225mm	EACH	1	
20	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 250mm	EACH	1	
21	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 275mm	EACH	1	
22	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,8m x 300mm x 300mm	EACH	1	
23	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 50mm (Taper to 0)	EACH	1	
24	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 75mm (Taper to 0)	EACH	1	



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25	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 100mm (Taper to 0)	EACH	1	
26	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 125mm (Taper to 0)	EACH	1	
27	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 150mm (Taper to 0)	EACH	1	
28	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 175mm (Taper to 0)	EACH	1	
29	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 200mm (Taper to 0)	EACH	1	
30	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 225mm (Taper to 0)	EACH	1	
31	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 250mm (Taper to 0)	EACH	1	
32	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 275mm (Taper to 0)	EACH	1	
33	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,7m x 300mm x 300mm (Taper to 0)	EACH	1	
34	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 50mm (Taper to 0)	EACH	1	
35	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 75mm (Taper to 0)	EACH	1	



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36	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 100mm (Taper to 0)	EACH	1	
37	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 125mm (Taper to 0)	EACH	1	
38	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 150mm (Taper to 0)	EACH	1	
39	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 175mm (Taper to 0)	EACH	1	
40	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 200mm (Taper to 0)	EACH	1	
41	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 225mm (Taper to 0)	EACH	1	
42	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 250mm (Taper to 0)	EACH	1	
43	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 275mm (Taper to 0)	EACH	1	
44	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,8m x 300mm x 300mm (Taper to 0)	EACH	1	
45	Docking Plastic – High density polyethylene, for dry docking, with UV stabilisation, No moisture absorption, weather proof, Profile: Flat, Dimensions: 1,8m x 300mm x 125mm, shore hardness D68, compression molded with a minimum of 600 N/cm <sup>2</sup> , glass filled and silicon free	EACH	1	



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<b>RDD AND SYNCROLIFT PROFILES</b>				
46	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 50mm	EACH	1	
47	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 75mm	EACH	1	
48	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,72m x 300mm x 100mm	EACH	1	
49	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 125mm	EACH	1	
50	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 150mm	EACH	1	
51	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 175mm	EACH	1	
52	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 200mm	EACH	1	
53	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 225mm	EACH	1	
54	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 250mm	EACH	1	
55	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 275mm	EACH	1	
56	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Flat, Dimensions: 1,2m x 300mm x 300mm	EACH	1	
57	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 50mm (Taper to 0)	EACH	1	
58	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 75mm (Taper to 0)	EACH	1	



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59	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 100mm (Taper to 0)	EACH	1	
60	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 125mm (Taper to 0)	EACH	1	
61	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 150mm (Taper to 0)	EACH	1	
62	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 175mm (Taper to 0)	EACH	1	
63	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 200mm (Taper to 0)	EACH	1	
64	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 225mm (Taper to 0)	EACH	1	
65	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 250mm (Taper to 0)	EACH	1	
66	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 275mm (Taper to 0)	EACH	1	
67	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 1,2m x 300mm x 300mm (Taper to 0)	EACH	1	
68	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 0,6m x 300mm x 150mm (Taper to 0)	EACH	1	
69	Docking wood – Eucalyptus Microcorys or Eucalyptus Diversicolor (Karri), Profile: Taper, Dimensions: 0,6m x 300mm x 100mm (Taper to 0)	EACH	1	



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70	Docking Plastic – High density polyethylene, for dry docking, with UV stabilisation, No moisture absorption, weather proof, Profile: Flat, Dimensions: 1,2m x 300mm x 125mm, shore hardness D68, compression molded with a minimum of 600 N/cm <sup>2</sup> , glass filled and silicon free	EACH	1	
<b>B</b>	<b>DECKING AND OTHER TIMBER SUPPLY</b>			
71	Decking timber– SA Pine (treated), Profile: Flat, Dimensions: 6000mm x 220mm x 75mm	EACH	1	
72	Wedges – SA Pine (treated), Profile: Wedge (Taper), Dimensions: 75mm x 300mm x 75mm (Taper to 0)	EACH	1	
73	Wedges – SA Pine (treated), Profile: Wedge (Taper), Dimensions: 100mm x 300mm x 75mm (Taper to 0)	EACH	1	
74	Packing Board - Marine Plyboard, Profile: Sheet, Dimensions: 2440mm x 1220mm x 12mm	EACH	1	
75	Packing Board - Marine Plyboard, Profile: Sheet, Dimensions: 2440mm x 1220mm x 15mm	EACH	1	
76	Packing Board - Marine Plyboard, Profile: Sheet, Dimensions: 2440mm x 1220mm x 18mm	EACH	1	
77	Packing Board - Marine Plyboard, Profile: Sheet, Dimensions: 2440mm x 1220mm x 21mm	EACH	1	
	<b>MECHANICAL WORKSHOP CONSUMABLES</b>			
78	Brass Grease nipples, button type, straight nipple, 1/8 BSP thread, 9mm hex	EACH	1	
79	Grease. Multipurpose grease	EACH	1	
80	Wire rope dressing – Open gear 99, 15kg drum	EACH	1	
81	Water resistant bearing grease - tacky	EACH	1	
82	Hose clamps, zinc plated, worm drive, up to 40mm	EACH	1	
83	Hose clamps, zinc plated, worm drive, 40 - 60mm	EACH	1	



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84	Hose clamps, zinc plated, worm drive, 60 - 80mm	EACH	1	
85	Hose clamps, zinc plated, worm drive, 80 - 100mm	EACH	1	
86	Hose clamps, zinc plated, worm drive, 100 - 130mm	EACH	1	
87	Mild steel nuts & bolts with washers, M12x50mm fully threaded	EACH	1	
88	Mild steel nuts & bolts with washers, M16x50mm fully threaded	EACH	1	
89	Mild steel nuts & bolts with washers, M20x80mm fully threaded	EACH	1	
90	Rubber insertion (3mm thick)	EACH	1	
91	Heavy duty hose clamps, bolt band clamp, 50mm - 70mm	EACH	1	
92	Heavy duty hose clamps, bolt band clamp, 70mm - 90mm	EACH	1	
93	Heavy duty hose clamps, bolt band clamp, 90mm - 110mm	EACH	1	
94	Heavy duty hose clamps, bolt band clamp, 110mm - 130mm	EACH	1	
95	Heavy duty hose clamps, bolt band clamp, 130mm - 150mm	EACH	1	
96	NS4 metal primer, 5l drum, various colours (upon request)	EACH	1	
97	Oil resistant jointing. Valamoid (0.4mm thick)	EACH	1	
98	Oil resistant jointing. Valamoid (0.8mm thick)	EACH	1	
99	Paint, acrylic paint, floor/roof paint, 20l drum, washable, with elasticity, non-slip (for stoeps and roadmarkings) (yellow, green, red, white and black)	EACH	1	
100	Paint, Steel/metal paint, 20l drum, Metal topcoat, Water based polyurethane enamel, abrasion and scratch resistant, with elasticity, non-slip (various colours - upon request)	EACH	1	
101	Powersaw blade	EACH	1	
102	Cutting Fluid, Oil, for tapping and drilling, with vapour phase protection, for all steels	EACH	1	



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103	Engine oil – Rimula 15W40 Shell (210 litre drum)	EACH	1	
104	Gearbox oil SAE90	EACH	1	
105	Hydraulic Oil, 209L drum, Tellus S68	EACH	1	
106	Grinding disks (115x7.0) for the small grinder	EACH	1	
107	Grinding disks (230x7.0) for the big grinder	EACH	1	
108	Cutting disks (125x2.5) for the small grinder	EACH	1	
109	Cuttings disks (230x3) for the big grinder	EACH	1	
110	Oxygen gas tank (11.5kg) big bottle	EACH	1	
111	Acetylene gas tank (8.5kg) big bottle	EACH	1	
112	Porta-pack oxygen gas tank (1.15kg) small bottle, with gas	EACH	1	
113	Porta-pack acetylene gas tank (kg) small bottle, with acetylene	EACH	1	
114	Cutting nozzles (2mm) for big gas set	EACH	1	
115	Cutting nozzles (mm) for small gas set	EACH	1	
116	Welding rods (mild steel – 2.5mm & 3.15mm), 1 kg box	EACH	1	
117	Welding rods (mild steel – 2.5mm & 3.15mm), 1 kg box	EACH	1	
118	Welding rods (stainless steel – 2.5mm), 1 kg box	EACH	1	
119	Welding rods (low heat – 2.5mm & 3.15mm), 1 kg box	EACH	1	
120	Welding rods (low heat – 2.5mm & 3.15mm), 1 kg box	EACH	1	
121	Gland packing (19mm thick), Graphite gland packing, square profile	EACH	1	
122	Gland packing (25mm thick), Graphite gland packing, square profile	EACH	1	
123	Gland packing (28mm thick), Graphite gland packing, square profile	EACH	1	
124	Burr, Material: Tungsten, cylindrical, 6mm x 16mm long	EACH	1	





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125	Burr, Material: Tungsten, cylindrical, 8mm x 20mm long, 6mm shank	EACH	1	
126	Burr, Material: Tungsten, cylindrical, 10mm x 20mm long, 6mm shank	EACH	1	
127	Burr, Material: Tungsten, cylindrical, 12mm x 25mm long, 6mm shank	EACH	1	
128	Burr, Material: Tungsten, cylindrical, 16mm x 25mm long, 6mm shank	EACH	1	
129	Positive turning inserts, cutting tips for centre lathe, (FF2) geometry with positive design for fine-finish to finish machining, continuous to slightly interrupted cuts, per box of 10 inserts	EACH	1	
130	Positive turning inserts, Cutting tips for centre lathe, (NF1) geometry with positive design for fine-finish to medium machining and continuous cuts., per box of 10 inserts	EACH	1	
<b>CONSUMABLES FOR OPERATIONS TEAMS</b>				
131	Strapping, nylon, up to 30mm wide, 10m roll	EACH	1	
132	Strapping, metal strapping, 19mm x 0.5mm thick, coil of 220m	EACH	1	
133	Strapping, metal strapping, 19mm x 0.8mm thick, coil of 220m	EACH	1	
134	dock sling wire	EACH	1	
135	Mooring rope - 50mm, 8 core polypropylene, 220m coil	EACH	1	
136	Mooring rope - 28mm, marila rope, 220m coil	EACH	1	
137	Mooring rope - 20mm, nylon rope, 220m coil	EACH	1	
138	Mooring rope - 18mm, nylon rope, 220m coil	EACH	1	
139	Mooring rope - 10mm, nylon rope, 220m coil	EACH	1	
140	Plumb Line: 10mm stainless steel wire rope, 220m coil	EACH	1	
141	Brass ferrels for 10mm wire, for wire crimping	EACH	1	
142	4-ton shackle, bow shackle, alloy steel	EACH	1	
143	Single Sheave snatchblock for 20mm rope, 100% tested and certified, with sheave pin greasing and quick rope access.	EACH	1	



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144	Double Sheave snatchblock for 20mm rope, 100% tested and certified, with sheave pin greasing and quick rope access.	EACH	1	
145	Single Sheave snatchblock for 18mm rope, 100% tested and certified, with sheave pin greasing and quick rope access.	EACH	1	
146	Double Sheave snatchblock for 18mm rope, 100% tested and certified, with sheave pin greasing and quick rope access.	EACH	1	
147	Single Sheave snatchblock for 28mm rope, 100% tested and certified, with sheave pin greasing and quick rope access.	EACH	1	
148	Double Sheave snatchblock for 28mm rope, 100% tested and certified, with sheave pin greasing and quick rope access.	EACH	1	
<b>STEEL STOPS, CHAINS AND SLINGS</b>				
149	18mm steel slings, double eye, length 2m	EACH	1	
150	18mm steel slings, double eye, length 8m	EACH	1	
151	24mm steel wire, Double eye, 220m coil	EACH	1	
152	Weldless oval rings, for slinging, 5-ton rated capacity	EACH	1	
153	Weldless oval rings, for slinging, 8-ton rated capacity	EACH	1	
154	Alloy hooks 8t – hooks for heavy lifting, forged, quenched and tempered, swivel hook	EACH	1	
155	250mm x 28mm round bar with one flat end - pins set pins	EACH	1	
156	Link chain, 10mm thick links – 220m coils	EACH	1	
157	Link chain, 13mm thick links – 220m coils	EACH	1	
158	Galvanised Steel winch wire rope, 35mm diameter, IWRC 36 x 6, Overall length 99.365m, Rope construction: LH, LAY, STL, LG, Single leg with open spelter socket on end.	EACH	1	
159	Slings 18mm	EACH	1	
160	Slings 24mm	EACH	1	
161	Degreaser, non-toxic cleaning agent, general purpose, AP100, 5L drum	EACH	1	



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162	Galvanised Boat Nails, 6 inch long, supplied in boxes per kg box	EACH	1	
163	3-inch wire nails, pack of 100 (3mm x 75mm)	EACH	1	
164	Cleaning Rag, cotton, 5kg pack	EACH	1	
165	Joining plates (dogs), dimensions 10mm x 200mm x 100mm	EACH	1	
166	Hammer lock, connecting link, for 10mm chains, Rated capacity => 3 tons	EACH	1	
167	Hammer lock, connecting links, Rated capacity => 4 tons	EACH	1	
168	Hammer lock, connecting links, Rated capacity => 6 tons	EACH	1	
169	Grease nipples (brass) button type, 9mm tread, hex head, straight nipple	EACH	1	
170	Disposable overall, Waterproof, white one-piece suit, breathable polyethylene-laminate, Type 5 and Type 6 coverall with elasticated wrists, legs and waist, hooded with a concealed HDPE zipper front	EACH	1	
171	Grit hand cleaner, anti-septic, non-toxic, and gentle on skin, 500ml tub	EACH	1	
172	Shoulder length plastic gloves, PVC, elasticated end, various hand sizes	EACH	1	
173	Sandpaper – Emery tape (roll), 50m roll, 50mm wide, grit size P100	EACH	1	
174	Sandpaper – Emery tape (roll), 50m roll, 50mm wide, grit size P80	EACH	1	
175	Sandpaper – Emery tape (roll), 50m roll, 50mm wide, grit size P60	EACH	1	
176	Sandpaper – Emery tape (roll), 50m roll, 50mm wide, grit size P40	EACH	1	
177	Sandpaper, flap disc, 115mm disc, Grit size P40 flat	EACH	1	
178	Sandpaper, flap disc, 115mm disc, Grit size P60 flat	EACH	1	
179	Sandpaper, flap disc, 115mm disc, Grit size P80 flat	EACH	1	



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180	Sandpaper, flap disc, 115mm disc, Grit size P120 flat	EACH	1	
181	Penetrating oil spray, silicone free, 400ml can	EACH	1	
182	Multi-purpose Lubricant spray, silicone free, 400ml can	EACH	1	
183	Polytetrafluoroethylene (PTFE) thread seal tape, 10m roll, 12mm x 0.075mm	EACH	1	
184	Polytetrafluoroethylene (PTFE) thread seal tape, 10m roll, 19mm x 0.075mm	EACH	1	
185	Insulation tape, electrical tape with adhesive, Plastic, 19mm wide x 0.13mm thick, 20m roll	EACH	1	
186	Pneumatic or air hose, flexible hose, heavy duty rubber, 8mm, 100m roll	EACH	1	
187	Pneumatic or air hose, flexible hose, heavy duty rubber, 13mm, 100m roll	EACH	1	
188	Cutting spray, metal working fluid for tapping reaming and drilling, 350ml	EACH	1	
189	Gasket maker, silicone-based sealant, temp. range -60 - 300 degrees C, 310ml cartridge for silicone gun	EACH	1	
190	Silicon, clear, all-purpose sealant, 310ml cartridge	EACH	1	
191	Solvent based degreaser, Power paraffin	EACH	1	
192	Copper based, anti-seize compound, non-melting, 500g tub	EACH	1	
193	Air Cylinder Rod Clevis End, 10mm female thread (or female thread to turn on air cylinder rod {line 194}), Approximate length 33mm, circlip pin, Type: Y-16	EACH	1	
194	Pneumatic Actuators, single acting, 304 Stainless steel, 1/2" air connections, stroke length = 25mm, Max operating pressure = 17 bar,	EACH	1	
195	Load Cell, Cell Type: LCM4667 or LMP-57-152, 30 Ton Loadcell, IP 65, Material: Special Stainless Steel, Strain Gauge mounting: Downhole Gauge, with welded endcaps, specialized cable entry gland	EACH	1	
196	Dash Pot Oil, 15W 50, for dashpot for electrical components	EACH	1	



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	<b>SMALL HAND TOOLS</b>			
197	STEEL WIRE ROPE HYDRAULIC CRIMPING TOOL, Crimping Tool, range up to 10mm wires, for brass/aluminium/copper ferrules	EACH	1	
198	Wire cutting tool, cut up to 10mm steel wire, triangular, clean cut, ergonomic grip	EACH	1	
199	100m tape measure, Accuracy: certified MID II, Blade print 1 side, yellow, 25mm wide, 100m long	EACH	1	
200	8m tape Measure, Accuracy: certified MID II, Blade print 1 side, yellow, 25mm wide, 8m long	EACH	1	
201	5m tape Measure, Accuracy: certified MID II, Blade print 1 side, yellow, 25mm wide, 5m long	EACH	1	
202	60m tape measure, Accuracy: certified MID II, Blade print 1 side, yellow, 25mm wide, 60m long	EACH	1	
203	Claw hammer, carpenter hammer, forged carbon steel head, hardened, black baked with sturdy plastic composite handle.	EACH	1	
204	4-pound hammer, ergonomic grip, forged carbon steel head, hardened, black baked and 2 faced polished with study plastic composite handle.	EACH	1	
205	8-pound dead blow hammer, ergonomic grip, forged carbon steel head, hardened, black baked and 2 faced polished with study plastic composite handle, handle length longer than 900mm	EACH	1	
206	Crowbar, Octagonal type wrecking bar with claw and chisel, Material: forged high carbon steel, painted, Size: 600 x 16mm diameter.	EACH	1	
207	Crowbar, Octagonal type wrecking bar with claw and chisel, Material: forged high carbon steel, painted, Size: 900 x 19mm diameter.	EACH	1	
208	Crowbar, Octagonal type wrecking bar with claw and chisel, Material: forged high carbon steel, painted, Size: 1500 x 25mm diameter.	EACH	1	



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209	Crowbar, Octagonal type wrecking bar with claw and chisel, Material: forged high carbon steel, painted, Size: 1800 x 25mm diameter.	EACH	1	
210	Broom, heavy duty platform broom, wooden or composite plastic composition, Securilock Fine Sweep Broom (450mm)	EACH	1	
211	Spade, flat digging shovel, SABS approved, Heat treated and tempered carbon steel, anti-corrosion protection, scoop width =>210mm	EACH	1	
212	Spade, Square mouth shovel, SABS approved, Heat treated carbon steel, anti-corrosion protection, scoop width =>265mm	EACH	1	
213	Wheelbarrow, Heavy duty, permanent /rubber wheel, bucket size => 70L, bucket gauge => 1.2mm, rubberised bucket	EACH	1	
214	Paint brush, Radiator paint brushes (50mm wide), heavy duty, wooden/plastic handle	EACH	1	
215	Paint brush, Radiator paint brushes (15mm wide), heavy duty, wooden/plastic handle	EACH	1	
216	Rope Cutting Deck Knives, with sheave	EACH	1	
217	Gland packing extractor (full set), industrial heavy duty set, with flexible shafts	EACH	1	
218	Gas cutting goggles, Afrox WO12257, over glasses cutting goggles	EACH	1	
219	Hacksaw blades (18 TPI), 300 x 13mm, general purpose	EACH	1	
220	Hacksaw blades (24 TPI), 300 x 13mm, general purpose	EACH	1	
221	Hacksaw blades (32 TPI), 300 x 13mm, general purpose	EACH	1	
222	Wire brush, wooden or plastic handle, block brush	EACH	1	
223	Wire brush port, 25mm with flat trim 0.4mm wire, 6mm shank for drill attachment	EACH	1	
<b>TOTAL PRICE, exclusive of VAT:</b>				
<b>VAT 15% (if applicable)</b>				
<b>Total Inclusive of VAT (where applicable)(where applicable)</b>				

**NB. The Total Inclusive of VAT to be transferred to the Summary Table**



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**SUMMARY TABLE**

<b>ESCALATION OF PRICES</b>	<b>CPI %</b>	<b>TOTAL INCLUSIVE OF VAT</b>
Total Cost Year 1 = brought forward from Pricing Table above	0	
Total Cost Year 2 = Year 1 Total Cost X CPI adjustment	4,5	
Total Cost Year 3 = Year 2 Total Cost X CPI adjustment	4,4	
<b>TOTAL INCLUSIVE OF VAT</b>		

***Failure to provide pricing for all items will result in disqualification. Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.***

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand inclusive of VAT.
- b) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
  - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP.
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP.
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- c) Prices are to be quoted on a delivered basis and all items of the pricing schedule must be priced, failing which the respondent’s proposal will be made non-responsive and not proceed to the next stage of evaluation.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- e) Where a Respondent’s price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency’s rate published by the South African Reserve Bank on the date of the advertisement of the bid:

Currency rate of exchange utilised: \_\_\_\_\_

- f) The Consumer Price Index (CPI) cited on the pricing schedule are estimates, which will be adjusted based on actual data from CPI Statistical release P0141 applicable to the applicable year.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the Consumer Price Index (CPI) as per below. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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### CONTRACT PRICE ADJUSTMENTS

#### 1 Formula

- g) Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the formula set out below,
- h) Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- i) The following price adjustment formula will be applicable for calculating Contract price adjustments (CPA).

$$Pa = (1-V) Pt (D1 (R1t/R1o)) + VPt \text{ where:}$$

$Pa$	=	The new adjusted price to be calculated
$V$	=	Original bid price. Note that $Pt$ must <u>always</u> be the original bid price and not an adjusted price.
$(1-V)Pt$	=	Adjustable portion of the bid price (85% or 0.85)
$D1 \text{ to } Dn$	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) $D1-Dn$ must add up to 1 or 100%. <i>In this RFP Transnet will only use the Consumer Price Index (CPI) as a single factor.</i>
$R1t \text{ to } Rnt$	=	End Index. Index figure obtained from the index at the end of each adjustment period.
$R1o \text{ to } Rno$	=	Base Index. Index figure at the time of the bidding. <i>In this RFP the Statistical Release "P0141" – Consumer Price Index, published by the Department of Statistics, South Africa will apply.</i>
$VPt$	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.



**2 Formula component definitions**

**2.1 Adjustable amount: (1-V)Pt**

a) The adjustable amount is the portion of the bid price, which is subject to adjustment. In this contract, the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

**2.2 Fixed portion: VPt**

b) The fixed portion represents those costs that will not change over the adjustment period and DOES NOT represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

**2.3 Cost components and proportions: D1**

c) The cost components of the Contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs that are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid, the Consumer Price Index (CPI) Statistical release P0141 will be used to adjust the price adjustments.

Cost Component	% Contribution
D1 – Consumer Price Index	100%
TOTAL (Cost components must add up to 100%)	100 %

**2.4 Applicable indices / references:**

d) The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1- Consumer Price Index	Stats SA, Statistical Release P0141	P0141

**2.5 Base Index Date**

e) The base index date applicable to the formula is defined as the date of advertisement of the bid. The P0141 Stats SA Statistical release in the month of the tender will be used as the base index. If a Stats SA Statistical release P0141 is not published in the month in which the tender is advertised, the first Statistical Release P0141 in the month immediately prior to the month of the tender being advertised shall be used.

**2.6 End Index Date**

- f) The end index dates are the dates at predetermined points in time during the Contract period. In this bid the end indices are the indices published in the month immediately following the annual anniversary of the month in which the RFP is advertised. In other words, months 13, 26, 39 etc.

**2.7 Price Adjustment Periods**

- g) Adjustment to contract prices will be applied for on an annual basis

**3 Rates of Exchange (RoE) – Base and Average rates**

In the event where material and/or finished products are imported the following will apply:

- a) The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate (refer paragraph {d} below) and the average RoE rate over the period under review indicated in paragraph refer paragraph {f}) below.
- b) In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate (refer paragraph {d}) for the earlier invoice and the average RoE rate for the period under review as indicated in refer paragraph {f}) below for the later invoice.
- c) The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 2.3 and 2.4 above and at the predetermined dates indicated in paragraph 2.7 above.
- d) Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below:

Currency	Rates of exchange Six (6) month average for the period 13 November 2023 to 30 December 2023
US Dollar	0.052811

- e) Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period 01 November 2020 to 30 April 2021 using the Reserve Bank published rates for the specific currency. Visit [www.reservebank.co.za](http://www.reservebank.co.za) to obtain the relevant rates. The following link may be used for this purpose: <https://www.resbank.co.za/en/home/what-we-do/statistics/key-statistics/selected-historicalrates>



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- f) Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank.



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## PART 3: GOODS INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	11
	Total number of pages	12

## C3.1: PURCHASER’S GOODS INFORMATION

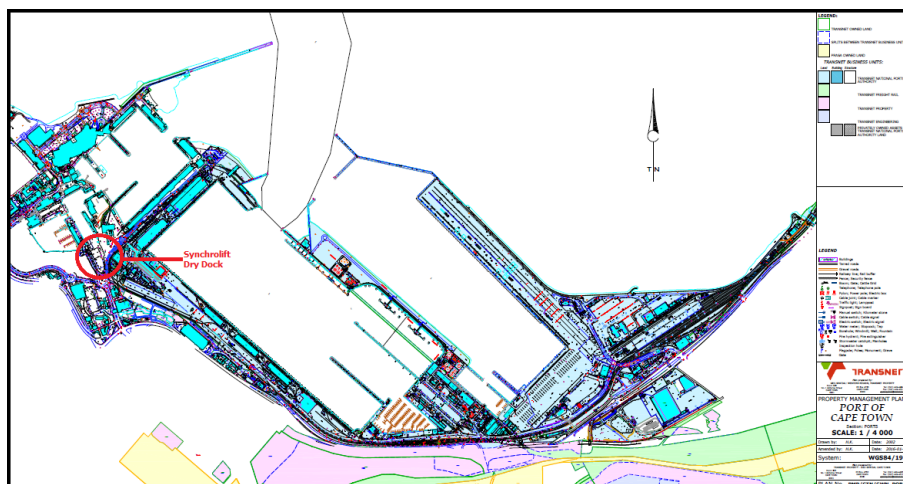
### Contents

#### 1. Description of the Supply

##### 1.1. Overview

The Ship Repair Department within the Port of Cape town consist of three facilities, namely Sturrock and Robinson Dry docks, as well as a Syncrolift Facility. These facilities work in conjunction with one another in order to service the ship repair industry, and the requirements of vessels making use of the industrial services.

The Syncrolift dry dock, situated towards the southwestern end of the Port, is one of the three dry docks in the Port of Cape Town. The dock employs the Syncrolift® system that is used for lifting boats and ships out of the water for maintenance work or repair. The vessel is manoeuvred over a submerged cradle assembly and lifted out of the water by a set of synchronized hoists or winches. These winches are connected to horizontal running beams, which acts as the main lifting structure beneath the vessel.



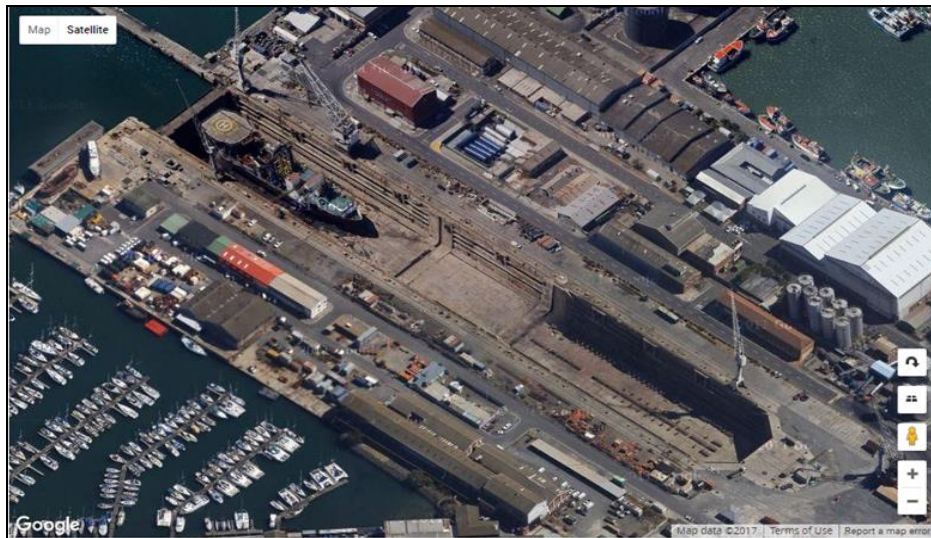
**Figure 1. Syncrolift Dry Dock Locality**

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**Figure 2. Overview of Syncrolift Dry Dock**

The 2 graving docks, Sturrock and Robinson Dry Docks (SDD and RDD), consists of a narrowed basin, which is attached to a larger basin or body of water and divided by means of a sluice gate. This narrowed basin can be flooded and dewatered on command, making allowance for vessels to be floated in and docked on a prepared bed when the basin is dewatered. This allows for vessel repairs to be conducted within a dry environment.



**Figure 3. Overview of one of the graving docks, Sturrock Dry Dock**

The graving dock is flooded and dewatered via a network of culverts, pumps and valves that are referred to as the flooding and dewatering systems respectively. The flooding system is conducted under the hydrostatic pressure on the head of water within the larger basin, and purely consists of culverts and valves, as well as auxiliary supportive equipment. The dewatering system includes a pumping system, which adds hydraulic pressure in order to overcome the pressure at the outlet of the culvert system. This allows for water within the partitioned dock to be displaced out of the dock and into the larger basin. The sluice gate, or caisson gate, allows for the partitioning of the 2 spaces to occur.

The equipment within these networks have been in operation since the establishment of the facilities (SDD est. 1945 & RDD est. 1882) and are long overdue for a replacement. These projects are in process, and there is a much-needed requirement to appoint a contractor to conduct maintenance on an as and when require basis to ensure the continuity of the facility operations.

## **1.2. Purchaser's Objective**

The Purchaser's Business objectives are:

- a) Ensure the optimal and efficient procurement of any and all consumables used within the Ship Repair facilities, as listed on the scope and schedule of rates.
- b) This contract specifically looks at ensuring the continued serviceability of the Ship Repair facilities, by ensuring the availability of the consumables used and the efficient procurement thereof.

The Purchaser's Project/Contract objectives are:

- a) Appointment of contractor/s on an as and when basis supply type contract to supply Ship Repair with the required listed consumables on an as and when basis
- b) The contract shall include consumables supply for ship repair, inclusive of any material certificates and delivery to the communicated site as per the supply order.

The contract, being a supply contract shall be rate based for the provision of the listed items or works incorporated in the Schedule of rates document.

The **Tenderer** shall have agreed upon rates for the items listed in the schedule, and supply orders shall be put in against these rates on an as and when basis with the **Appointed contractor**. Each supply order under this contract shall be developed individually when there is a requirement for any consumables as communicated by the Purchaser’s representative.

The **Appointed Contractor/s** shall also be aware of the interface of the supply and delivery of rolling stock with Dock Operations and make sufficient allowance in his packages accordingly when they are being developed. No claim of any nature whatsoever will be considered after the submission of tenders due to the failure on the part of the **Appointed Contractor/s** to fulfil this obligation.

The following abbreviations are used in this Supply Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
AIA	Association of Inspection Authorities
QA/QC	Quality Assurance/Quality Control
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
NDT	Non-Destructive Testing
UT	Ultrasound Thickness
DFT	Dry Film Thickness
NB	Nominal Bore
QCP	Quality Control Plan

## **2. Supply order contract design**

### **2.1. Supply order contracting strategy and packages**

The Purchaser’s contracting strategy and intended goals for the works are:

- a) The contractor shall be appointed on a Term services contract based on the supply of the listed consumables.
- b) The contract scope shall be in accordance with any and all consumables and supplies used within the Ship Repair, specifically targeting the maintenance consumables required within the Port of Cape Town.



- c) The various supply packages shall be comprised of line items captured in the schedule of rates, classified into the following sub-groups under the schedule of rates:

**Supply Package 1 (S1) – Schedule of Rates – Docking Blocks Supply**

The contract shall allow for the supply of various wood and plastic docking block profiles, as listed within the schedule of rates. The rates shall be inclusive of all costs pertaining to the procurement, supply and delivery of the docking blocks. There will be a minimum order size for delivery to be made feasible to the contractor, and shall be in the range of 100 units across all items within the order (not only Dock blocks, every consumable ordered shall tally to 100 units).

With regards to docking blocks, where the various material certifications are requested, they must be provided. The agreed upon specifications are as follows:

- *Docking Wood:* Eucalyptus Microcorys or Eucalyptus Diversicolor (upon exception only, and in dire circumstances will other tree species be considered).
- *Plastic Blocks:* High density polyethylene, for dry docking, with UV stabilisation, no moisture absorption, weatherproof, shore hardness D68, compression moulded with a minimum of 600 N/cm<sup>2</sup>, glass filled and silicon free, Impact Strength (notched)  $\geq 80$  kJ/m<sup>2</sup>, Density = 0,95 kg/m<sup>3</sup> or similar

**Supply Package 2 (S2) – Schedule of Rates – Decking and other timber Supply**

The contract shall allow for the supply of various wood supplies used within the department, as listed within the schedule of rates. The rates shall be inclusive of all costs pertaining to the procurement, supply and delivery of the wood profiles. There will be a minimum batch order size for delivery to be made feasible to the contractor, and shall be in the range of 100 units across all items within the order (not only Dock blocks, every consumable ordered shall tally to 100 units).

**Supply Package 3 (S3) – Schedule of Rates – Mechanical Workshop Consumables Supply**

The contract shall allow for the supply of various consumable and supplies used by the maintenance teams within the department, as listed within the schedule of rates. The rates shall be inclusive of all costs pertaining to the procurement, supply and delivery of the wood profiles.

This package includes lubricants, fixtures, protective coatings and tool consumables used within the workshop. There will be a minimum batch order size for delivery to be made feasible to the contractor, and shall be in the range of 100 units across all items within the order (not only Dock blocks, every consumable ordered shall tally to 100 units).

#### **Supply Package 4 (S4) – Schedule of Rates – Consumables Supply for Operational Teams**

The contract shall allow for the supply of various consumable and supplies used by the operational teams within the department, as listed within the schedule of rates. The rates shall be inclusive of all costs pertaining to the procurement, supply and delivery of the wood profiles.

This package includes strapping for wood securing, mooring ropes, shackles, tackles, chains wire ropes, sandpaper, disposable overalls, etc. used by the operational teams. There will be a minimum batch order size for delivery to be made feasible to the contractor, and shall be in the range of 100 units across all items within the order (not only Dock blocks, every consumable ordered shall tally to 100 units).

#### **Hand Tools Supply 1 (HT1) – Schedule of Rates – Small Hand Tools Supply**

The contract shall allow for the supply of various small hand tools used in conjunction with the consumables in order for the operational and maintenance teams to conduct their work effectively and efficiently. The rates shall be inclusive of all costs pertaining to the procurement, supply and delivery of the wood profiles.

This package includes the supply of brooms, crowbars, hammers, wheelbarrows, crimping and wire cutting tools, paint brushes, hacksaws and blades, etc. There will be a minimum batch order size for delivery to be made feasible to the contractor, and shall be in the range of 100 units across all items within the order (not only Dock blocks, every consumable ordered shall tally to 100 units).

#### **Provisional Sum (P1)**

The contractor shall, under this line, make allowance for the provision of a provisional sum of R 2 000 000.00 for the supply, delivery to site/supplier's workshop and installation of any items not listed above. The contractor shall, under this package, provide the Purchaser with 3 quotes for the item to be acquired, and shall apply his agreed upon percentage mark-up on the agreed upon quote.

## **2.2. Supply order procedure**

The conception of a supply order shall commence with an official communication from the Supply Manager/Purchaser's Representative. No unauthorised personnel will be allowed to initiate a supply order, and these orders will not be billable by the contractor. The quantities of the supply order shall be communicated by the Supply Manager/Purchaser's Representative, and shall follow the following steps:

- The contractor shall, within three (3) business days, communicate the acceptance or rejection of the order with his reasoning thereof.
- If the contractor cannot commit to providing the consumables to the End user, he shall in formal communication elaborate the non-compliance issues and reasonings.
- The Contractor shall, within the same 3 days, furnish the Supply Manager/Purchaser's Representative with timeframes on delivery of the items. Only long lead items that will be considered is the wood and plastic blocks, everything else will be expected to not exceed 20 working days from the date of order.
- Where specified in the order, items that need prioritisation must be arranged within no longer than 5 working days, and shall be collectable within the Cape Metropole by the Supply Manager/Purchaser's Representative.

The Contractor shall submit as part of each supply order package:

- a) A supply order package specific schedule, indicating timeframes for procurement and delivery dates
- b) A quality file, including all material certificates where applicable, guaranty and warranty cards and paint certificates.
- c) Delivery notes and invoices at delivery.

## **3. Management and Start Up**

### **3.1. Management meetings**

The Contractor shall attend site/contract management meetings at the Supply Manager/Purchaser's Representative's request at a specified venue. It is envisaged that the meetings will be scheduled as follows:

- The Contractor will attend a kick-off meeting at the start of the contract
- Progress meetings will be held as indicated per supply task order; however a standing meeting shall be held at least once every month.

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- Safety Meetings will be held once a month
  - The contractor will attend a close out meeting at the end of the contract
- a) The Contractor will be required to present all relevant information including early warnings of compensation events, supply order specific quality plans, supply order specific schedules, subcontractor management, and health, environmental, risk and safety issues at such meetings.
- b) All meetings are to be recorded using minutes or a register prepared and circulated by the Contractor. 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/s identified in the conditions of contract to carry out such actions or instructions.

### **3.2. Documentation Control**

The Contractor shall submit all documentation complying with the Purchaser's standards and requirements. The Purchaser will issue all relevant documentation and drawings, including revisions, to the Contractor, but control, maintenance and handling of these documents will be the Contractor's sole responsibility and at its expense, and managed with a suitable document control system.

### **3.3. Health and Safety Management**

The Purchaser has a strict Health and Safety policy. Under the policy, the following apply:

- a) The Contractor's attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety (OHS) Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
- b) The Contractor makes available and ensures compliance to the OHS Act by its employees and Subcontractors in the language of this contract and indicates this within the Master Health & Safety Management Plan.
- c) The Contractor employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction (where applicable) and the Occupational Health & Safety Act and its latest regulations.

- d) The Contractor shall provide a Master Health & Safety Management Plan addressing the requirements in the OHS Act and a Baseline Risk Assessment addressing the fabrication activities within his/her workspaces.
- e) The compliance with all applicable legislation, regulations issued in terms thereof, and the Transnet safety rules, shall be entirely at the Contractor's cost, and shall be deemed to be allowed for in the tendered prices.
- f) Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:
- The Contractor shall advise the Supply Manager/Purchaser's Representative of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the Contractor or Sub-Contractor.
  - The Contractor and his staff shall attend a compulsory induction course to be arranged by the Purchaser to ensure access to site when required.
- g) The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations Clause No. 2A: "INTOXICATION" An Purchaser or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". The Purchaser enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises.

### **3.4. Environmental constraints and management**

- a) The *Contractor* shall ensure that all delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the EMP and Supply Manager/Purchaser's Representative before they arrive at Site and off-load any Materials.
- b) Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily.

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c) The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The National Water Act, 36/1998

d) The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

### **3.5. Quality assurance requirements**

a) Transnet will have the right to inspect the work at any time during the progress of the contract.

b) The Supply Manager/Purchaser's Representative indicates those documents required to be submitted for information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Supply Manager/Purchaser's Representative 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.

c) The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated required for the fabrications work.

### **3.6. Payment, Invoicing and Cash flow**

The contractor shall invoice on delivery of a supply order and shall be paid accordingly against the agreed upon quotation that was accepted at the conception of the supply order. All invoices must be submitted on or before the 20th of each month for payment after 30 days of acceptance.

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### **3.7. Services and other things provided by the Purchaser**

a) The Purchaser will provide the contractor with the following:

- Access permit to the Port
- Dedicated laydown area for deliveries.
- Access to power and water at Purchaser's cost (where applicable)

The Purchaser will endeavour to provide the appointed contractor with all available information that may facilitate the progress of the project. However, in cases where such information is not available, the contractor shall point out to the Purchaser for advice on steps to be taken.