
TRANSNET SOC LTD

TENDER NUMBER: TNPA/2023/11/0021/50266/RFP

FOR THE SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED GRAB HOPPER DREDGER WITH A HOPPER CAPACITY OF 750M3, MOUNTED WITH A MARINE EXCAVATOR CAPABLE OF LIFTING AN 8M3 BUCKET FILLED WITH SPOIL AT A MINIMUM RADIUS OF 20M.

ADDENDUM NO. 01

DATED 18 JULY 2024

The following information is furnished in addition to, in amplification and substitution of, matters contained in the tender documents issued in respect of the above-mentioned work.

1. Section 1: Notice to Tenderers: Closing date

Tender Closing date has been extended from 31 July 2024 at 12:00 noon to **21 August 2024 at 12:00 noon.**

2. T2.2-04: Evaluation Schedule - ISO Certification

Respondents are to note that the initial evaluation schedule is superseded and replaced with the revised evaluation schedule attached to this addendum.

3. T2.2-10: RFP Clarification Request Form

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Sisanda Msi (TNPATenderenquiries1@transnet.net) on or before **12:00 noon on 31 July 2024** substantially in the form set out hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the National Treasury e-Tender Publication Portal and Transnet e-Tender Submission Portal.

4. C1.2 SC Contract Data

Respondents are to note that the initial **Contract Data** is superseded and replaced with the revised **Contract Data** attached to this addendum.

5. C1.3 Forms of Securities

Respondents are to note that the initial **Forms of Securities** schedule returnable is superseded and replaced with the revised **Forms of Securities** returnable schedule attached to this addendum.

This addendum should be signed and submitted with your tender.

TRANSNET SOC LTD:

A handwritten signature in black ink, consisting of a stylized, cursive 'S' or similar character.

Date: 18 July 2024

TENDERER:

Date: _____



Transnet National Ports Authority
Tender Number: TNPA/2023/11/0021/50266/RFP
Tender Description: Supply, Delivery, Testing and Commissioning of Classification Society
Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator
Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

T2.2-04 Evaluation Schedule: ISO Certification

Tenderers are required to demonstrate their International Organization for Standardization (ISO) certification regarding the building/manufacture of new vessels/grab hopper dredgers/dredgers. To this end, tenderers must supply a copy of their ISO 9001 certification and/or other requirements as detailed below for scoring:

- i. **Project Quality plan**
- ii. **Quality control plan that is specific to the building/manufacture of new grab hopper dredgers**
- iii. **Quality Manual** aligned to ISO 9001:2015
- iv. Tenderer to submit a signed letter from a Classification Society Certification Body regarding valid compliance to ISO 9001 (including required statements/confirmations)
- v. Tenderer to provide a valid Classification Society Certified ISO 9001 certificate relevant for the building/manufacture of new vessels/grab hopper dredgers/dredgers containing the certificate issue and expiry date and signature of the Classification Society Certification Body.

Scoring will be allocated based on the details included on the copy of the relevant ISO certificate submitted and other requirements where applicable, provided there is sufficient information/evidence to clearly determine a score. All documentation to be signed by authorised company representative(s).

The scoring of the *ISO Certification* will be as follows:

Scoring	Tenderer to provide a valid Classification Society Certified ISO 9001 certificate relevant for the building/manufacture of vessels/grab hopper dredgers/dredgers containing the certificate issue and expiry date and signature of the Classification Society Certification Body TOTAL POINTS ALLOCATED: 10
Score 0	The Tenderer has submitted no information or inadequate information to determine a score or has not supplied the relevant valid copy/written proof of certification requested or the evidence is not submitted as per the score breakdown.
Score 20	The Tenderer has submitted: <ol style="list-style-type: none"> 1. A project quality control plan that is specific to the building/manufacture of new grab hopper dredgers containing the headings/sections: Scope of Works, Control of Documented Information, Resources, Audits, Control of Non-Conforming Outputs
Score 40	The Tenderer has submitted: <ol style="list-style-type: none"> 1. A quality control plan that is specific to the building/manufacture of new grab hopper dredgers containing the headings/sections: Sequence of Activities, Procedure/Code Specifications, Intervention Points, Field Inspection Checklist, Relevant Signatories 2. A project quality plan that is specific to the building/manufacture of new vessels/grab hopper dredgers containing the headings/sections: Scope of Works, Control of Documented Information, Resources, Audits, Control of Non-Conforming Outputs



Transnet National Ports Authority

Tender Number: TNPA/2023/11/0021/50266/RFP

Tender Description: Supply, Delivery, Testing and Commissioning of Classification Society

Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator

Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

	<p>Tenderer to provide a valid Classification Society Certified ISO 9001 certificate relevant for the building/manufacture of vessels/grab hopper dredgers/dredgers containing the certificate issue and expiry date and signature of the Classification Society Certification Body</p>
Score 60	<p>The Tenderer has submitted:</p> <ol style="list-style-type: none"> 1. A project quality plan that is specific to the building/manufacture of new vessels/grab hopper dredgers containing the headings/sections: Scope of Works, Control of Documented Information, Resources, Audits, Control of Non-Conforming Outputs 2. A quality control plan that is specific to the building/manufacture of new grab hopper dredgers containing the headings/sections: Sequence of Activities, Procedure/Code Specifications, Intervention Points, Field Inspection Checklist, Relevant Signatories 3. A Quality Manual aligned to ISO 9001:2015 containing the headings/sections: Context of the Organization, Leadership, Planning, Support, Operation, Performance Evaluation, Improvement
Score 80	<p>Tenderer has submitted a signed letter from a Classification Society Certification Body regarding valid compliance to ISO 9001 and containing the statements/confirmations:</p> <ol style="list-style-type: none"> 1. All requirements towards the issue of a valid Classification Society Certified ISO 9001 certificate for the building/manufacture of new vessels/grab hopper dredgers/dredgers have been satisfied. 2. Anticipated issue date for a valid Classification Society Certified ISO 9001 certificate for the building/manufacture of new vessels/grab hopper dredgers/dredgers to be provided.
Score 100	<p>Tenderer has submitted a valid Classification Society Certified ISO 9001 certificate for the building/manufacture of new vessels/grab hopper dredgers/dredgers containing the certificate issue and expiry date and signature of the Classification Society Certification Body.</p>



T2.2-10: RFP Clarification Request Form

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Sisanda Msi (TNPATenderenquiries1@transnet.net) on or before 12:00 noon on 31 July 2024 substantially in the form set out hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the National Treasury e-Tender Publication Portal and Transnet e-Tender Submission Portal.

RFP No.: TNPA/2023/11/0021/50266/RFP

RFP deadline for questions / RFP Clarifications: On or before 12:00 noon on 31 July 2024.

TO: Transnet SOC Ltd
ATTENTION: The Tender Administrator
EMAIL: TNPATenderenquiries1@transnet.net
DATE: _____
FROM: _____

RFP Clarification No *[to be inserted by Transnet]*

REQUEST FOR RFP CLARIFICATION



Transnet National Ports Authority
 Contract Number: TNPA/2023/11/0021/50266/RFP
 Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	<p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X13: Performance bond</p> <p>X14: Advanced payment to the <i>Supplier</i></p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name):	Trinesh Govender
	Address	Transnet National Ports Authority Dredging Services 10 Mahatma Gandhi Road Point Durban
	Tel	031 361 8398/ 060 577 1646
11.2(13)	The <i>goods</i> are	Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

11.2(13)	The <i>services</i> are	Supply, Delivery, Testing, Training and Commission of a Grab Hopper Dredger				
11.2(14)	The following matters will be included in the Risk Register	Forex and delays on delivery				
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents and drawings to which it makes reference.				
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa				
13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period for reply</i> is	2 weeks				
2	The <i>Supplier's</i> main responsibilities	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.				
3	Time					
30.1	The <i>starting date</i> is.	01 November 2024				
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1 Supply, Delivery, Testing, Training and Commission of a Grab Hopper Dredger</td> <td>30 April 2026</td> </tr> </tbody> </table>	<i>goods and services</i>	<i>delivery date</i>	1 Supply, Delivery, Testing, Training and Commission of a Grab Hopper Dredger	30 April 2026
<i>goods and services</i>	<i>delivery date</i>					
1 Supply, Delivery, Testing, Training and Commission of a Grab Hopper Dredger	30 April 2026					
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.	[no data required]				
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.				
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	1 week				
4	Testing and defects					
42	The <i>defects date</i> is	104 weeks after Delivery.				
43.2	The <i>defect correction period</i> is	2 weeks				
42.2	The <i>defects access period</i> is	3 days				
5	Payment					
50.1	The <i>assessment interval</i> is monthly	On the 25th of each successive month.				
51.1	The <i>currency of this contract</i> is the	South African Rand				
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and				



Transnet National Ports Authority
 Contract Number: TNPA/2023/11/0021/50266/RFP
 Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

		statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the of South African Reserve Bank.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks, liabilities, indemnities and insurance	
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability Cover and Principal Controlled Insurance
	Cover / indemnity is	To the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	As stated in the insurance policy for Contract Works / Public Liability
	2. Insurance against	Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity is	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	As stated in the insurance policy for Contract Works / Public Liability
84.1	The <i>Purchaser</i> provides these additional insurances	
	1. Insurance against	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity is	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	As stated in the insurance policy for Contract Works / Public Liability
84.1	The <i>Supplier</i> provides these additional insurances	



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

Motor Vehicle Liability Insurance comprising (as a minimum) 'Balance of Third Party' Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000

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:	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
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:	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.
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	Total of the Prices
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	Total of the Prices
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:	The cost of correcting the defect
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	Total of the Prices
88.5	The <i>end of liability date</i> is	5 years after Delivery of the whole of the <i>goods</i> and <i>services</i>.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	(Gqeberha) South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa).

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	Closing date of tender		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.1	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)
		0.005	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link -



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab

Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of

Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

		http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1
0.1	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.44	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.35	Material (Steel)	TBA
0.005	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

		1.00	
		0.15	non-adjustable
X2	Changes in the law		
X2.1	A change in the law of	No additional data is required for this Option	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	Amount per day
		Grab Hopper Dredger	R250 000.00
X13	Performance bond		
X13.1	The amount of the performance bond is	10% of the total of the Prices at the Contract Date.	
X14	Advance Payment		
X14.1	Advance Payment to the supplier on receipt of Advanced Payment Guarantee from a Financial Institution approved by Transnet	30% of the total of the prices of the Grab Hopper Dredger	
X14.2	Advance Payment Bond	Total of the Advance payment to the Supplier.	
X14.3	Repayment of Advance	Subtracted from the payment on delivery and acceptance of the Grab Hopper Dredger	
Z	The <i>additional conditions of contract</i> are		
Z1	Additional clause relating to Performance Bonds and/or Guarantees		
Z1.1		The Performance Guarantee under X13 and X14 above shall be an irrevocable, on-demand performance guarantee and advance payment 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> .	
Z2	Additional clauses relating to Joint Venture		



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

Z2.1

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.

Z2.2

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*.



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

Z3 Additional obligations in respect of Termination

- Z3.1 The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and
- Under the second main bullet, insert the following additional bullets after the last sub-bullet:
- commenced business rescue proceedings (R22)
 - repudiated this Contract (R23)
-
- Z3.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:
- Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
-
- Z3.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
-

Z4 Right Reserved by the *Purchaser* to Conduct Vetting through SSA

- Z4.1 The *Purchaser* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Supplier* who has access to National Key Points for the following without limitations:
- 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.
- 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.
- 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.
-



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.

Z5	Additional Clause Relating to Collusion and/or Tender Rigging	
Z5.1	The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.	
Z6	Protection of Personal Information Act	
Z6.1	The <i>Purchaser</i> and the <i>Supplier</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.	
Z7	National Industrial Participation Programme	
Z7.1	NIPP obligations	<ul style="list-style-type: none"> • TNPA is required to implement the National Industrial Participation Programme ("NIPP") as special condition of the tender. • The Industrial Participation is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilizing the instrument of government procurement. • The National Industrial Participation Programme ("NIPP") is applicable to all government procurement contracts that have an imported content, whereby the imported content is equal to or exceeding US\$ 5 million or other currency equivalent to US\$ 5 million. • All tenders with an estimated value of US\$ 5 million or more imported content, must be advertise with a condition that the winning bidder is expected to negotiate and enter into a NIPP obligation agreement with the • Department of Trade, Industry and Competition (DTIC) before the signing of the contract. For more information related to the NIPP, refer to returnable schedule T2.2-20 Standard Bidding Document (SBD 5).



Transnet National Ports Authority

Contract Number: TNPA/2023/11/0021/50266/RFP

Contract Title: Supply, Delivery, Testing and Commissioning of Classification Society Registered Grab Hopper Dredger with a Hopper Capacity of 750m3, mounted with a Marine Excavator Capable of Lifting an 8m3 bucket filled with Spoil at a Minimum Radius of 20m.

Z8	Supplier Data Base	
Z8.1	The first assessment interval	In the event the <i>Supplier</i> is not loaded on the Purchaser's data base, the <i>Supply Manager's</i> first assessment of the amount due will be done once the <i>Supplier</i> has been successfully loaded as a vendor on the Purchaser's data base following submitting all valid updated documents. Therefor on NEC SC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date"
Z9	Retention	
Z9.1	The retention free amount is	Nil
Z9.2	The retention percentage is	5% on all payments certified.
Z9.3		<p>After the Price for Work Done to Date has reached the retention free amount, an amount is retained in each amount due. Until the earlier of:</p> <ul style="list-style-type: none"> • Completion of the whole of the works and • The date on which the Employer takes over the whole of the works. <p>The amount retained is the retention percentage applied to the excess of the Price for Work Done to Date above the retention free amount.</p>
Z9.4		<p>The amount retained is halved:</p> <ul style="list-style-type: none"> • In the assessment made at Completion of the whole of the works or • In the next assessment after the Employer has taken over the whole of the works if this is before Completion of the whole of the works. <p>The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.</p>

C1.3 Forms of Securities

Pro formas for Guarantees

For use with the NEC3 Supply Contract (December 2009 with amendments April 2013)

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

- Option X13: Performance guarantee
- Option X14 Advanced payment to the *Supplier*

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

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

Pro forma Performance Guarantee – Demand Guarantee (for use with Option X13)

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

[Insert *Purchaser's* name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Guarantee – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> • the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Guarantee for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby

undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Purchaser* by a director of the *Purchaser*;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this guarantee in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Transnet National Ports Authority
Tender Number: TNPA/2023/11/0021/50266/RFP
Tender Description: Supply, Delivery, Testing and Commissioning of Classification Society Registered
Grab Hopper Dredger with a Hopper Capacity of 750m³, mounted with a Marine Excavator Capable of
Lifting an 8m³ bucket filled with Spoil at a Minimum Radius of 20m.



Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

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

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

[Insert *Purchaser's* name and registered address]

Bank ref no. [•]

Date: [•]

Dear Sirs,

Advanced Payment Guarantee for Contract No. [•]

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

[Insert *Purchaser's* name]

(the *Purchaser*) and

{Insert registered name and address of the *Supplier*}

(the *Supplier*), for

{Insert details of the *goods and services* from the Contract Data}

(the *goods and services*).

I/We the undersigned [•]

on behalf of the Surety [•]

of physical address [•]

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

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the



foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment guarantee.

4. This guarantee expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the guarantee shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.
6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
7. This Advanced Payment Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)