



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

**TENDER NUMBER: TNPA/2024/03/0036/59996/RFP**

**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE COMPLETE CONSTRUCTION, ASSEMBLE, PAINT, COMMISSION, DELIVER, OPERATIONALIZE, AND HANDOVER THE TUGBOAT TO THE PORT OF PORT ELIZABETH FOR A PERIOD OF 14 MONTHS.**

**ADDENDUM NO.1**

**DATED: 26 APRIL 2024**

**1. AMENDMENTS ON THE RFP:**

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

**1.1.1. T1.1. Section 1- Tender Notice and Invitation to tender.**

Tender Closing date has been extended from **10 May 2024** at 16:00 to **24 May 2023** at 16:00

**1.1.2. T2.2-05: Health and Safety Management**

<b>Initial evaluation criteria</b>	<b>Revised evaluation criteria</b>
<p>3.Safety, Health &amp; Environmental Policy signed and dated by the <b>Chief Executive</b> Officer. List the five elements -</p> <p>3.1. Commitment to Safety, prevention of pollution,</p> <p>3.2. Continual improvement,</p> <p>3.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,</p> <p>3.4. Hold management accountable for development of the safety systems.</p> <p>3.5. Include objectives and targets.</p>	<p>- 3. Safety, Health &amp; Environmental Policy signed and dated by the <b>Chief Executive Officer/Managing Director/ Director or equivalent</b>. List the five elements -</p> <p>3.1. Commitment to Safety, prevention of pollution,</p> <p>3.2. Continual improvement,</p> <p>3.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,</p> <p>3.4. Hold management accountable for development of the safety systems.</p> <p>3.5. Include objectives and targets.</p>
<p>4.Develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons as follows:</p> <p>4.1.Sec. 16(2) – Delegated Authority (<b>Ass. CEO</b>)</p> <p>4.2. Supervisor</p> <p>4.3. Safety Officer/ Safety Manager/Risk</p>	<p>4.Develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons as follows:</p> <p>4.1. Sec. 16(2) – Delegated Authority (<b>Assistant CEO/Managing Director/ Director or equivalent</b>)</p> <p>4.2. Supervisor</p>



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Specialist 4.4. Incident Investigator 4.5. Risk Assessor	4.3.Safety Officer/ Safety Manager/Risk Specialist 4.4. Incident Investigator 4.5. Risk Assessor
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**1.1.3. T2.2-13: ANNEX G- Compulsory Enterprise Questionnaire**

Initial Specific goal	Revised specific Goal
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people.	The promotion of supplier development through subcontracting <b>or Joint venture (JV) for a minimum</b> of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, disabled people or 30% women owned.

**1.1.4. Part C2.1: Activity Schedule**

Initial Activity Schedule	Revised activity schedule
<b>2. Execution</b> 2.7 Supply and delivery of Main engines, gearboxes & alternators, <b>Unit-Sum, Quantity-1</b>	<b><i>Item 2.7 has been removed as part of the activity schedule.</i></b>

**1.1.5. Annexure E: Principal Controlled Insurance**

TNPA resolved to include principal controlled insurance document in line with the contract data clause-**Refer to the attached Principal Controlled Insurance**

**NB:** Respondents are to note that the initial RFP documents ***T1.1 Section 1-Tender Notice and Invitation to tender, T2.2-05: Health and Safety Management, T2.2-13: ANNEX G- Compulsory Enterprise Questionnaire and Part C2.1: Activity Schedule*** are superseded and replaced with the revised information/documents provided and attached to this addendum.

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**Authorised signatory for and on behalf of Transnet, and the tenderer who warrants that he is duly authorised to sign this First Addendum.**

**TRANSNET SOC LTD**

1. \_\_\_\_\_

**AS WITNESS:**

**TRANSNET SOC LTD**

1. \_\_\_\_\_

**TENDERER**

1. \_\_\_\_\_

**AS WITNESS:**

**TENDERER**

1. \_\_\_\_\_

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**TO: Transnet National Ports Authority**

Dear Sir / Madam

**TENDER NUMBER: TNPA/2024/03/0036/59996/RFP**

Receipt of **Addendum No. 1** dated **26 April 2024** is hereby acknowledged.

Kind regards

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**TENDERER**

**NOTE:** This acknowledgement must be signed and returned to this office on or before closing date of tender.

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## **T2.2-05: Evaluation Schedule: Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

- 1.** Signed Health and Safety Plan as per scope of work and the tenderer must include this minimum requirements:
  - 1.1. Project Scope
  - 1.2. Health & Safety Policy
  - 1.3. Hazard Identification and Risk Assessment (HIRA)
  - 1.4. Legal & Other requirement
  - 1.5. Accountabilities and Responsibilities
  - 1.6. Competence, training and awareness
  - 1.7. Occupational Health and Hygiene
  - 1.8. Working at Heights
  - 1.9. Incident Reporting and Investigation
  - 1.10. Audits and Inspections
  
- 2.** Overview of the tenderer's Risk Assessment methodology, and submission of Risk Assessment indicating major activities of the works and how the risks will be addressed and mitigated, and must be inline with the scope of work (SoW).
  - 2.1. Fitting of Hull and Superstructure.
  - 2.2. Fitting of Electrical Work.
  - 2.3. Painting Work.
  - 2.4. Work at Heights.
  - 2.5. Working on the scaffolding or gangway.
  
- 3.** Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer/Managing Director/ Director or equivalent. List the five elements -
  - 3.1. Commitment to Safety, prevention of pollution,
  - 3.2. Continual improvement,
  - 3.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - 3.4. Hold management accountable for development of the safety systems
  - 3.5. Include objectives and targets.
  
- 4.** Develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons as follows:
  - 4.1. Sec. 16(2) – Delegated Authority (Assistant CEO/Managing Director/ Director or equivalent)
  - 4.2. Supervisor
  - 4.3. Safety Officer/ Safety Manager/Risk Specialist



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- 4.4. Incident Investigator
- 4.5. Risk Assessor

**5.** Complete and return the tender documentation (Contractor Safety Questionnaire) included as a returnable document, and attach all required supporting documents.

- 5.1. Valid Letter of Good Standing
- 5.2. Safety Induction/ Orientation Booklet or Similar
- 5.3. Valid ISO 45001: 2018 Certification
- 5.4. Previous H&S Recognition Certification

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**The scoring of the Tenderer’s Health and safety requirements will be as follows:**

<b>Points (10)</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>2</b>
	<p>1. Signed Health and Safety Plan as per scope of work in line with TNPA H&amp;S specification.</p> <p>1.1. Project Scope</p> <p>1.2. Policy</p> <p>1.3. HIRA</p> <p>1.4. Legal &amp; Other requirement</p> <p>1.5. Accountabilities and Responsibilities</p> <p>1.6. Competence, training and awareness</p> <p>1.7. Occupational Health and Hygiene</p> <p>1.8. Working @ Heights</p> <p>1.9. Incident Reporting and Investigation</p> <p>1.10. Audits and Inspections</p>	<p>2. Overview of the tenderer's Risk Assessment methodology, and submission of Risk Assessment indicating major activities of the works and how the risks will be addressed and mitigated, and must be inline with the scope of work (SoW).</p> <p>2.1. Fitting of Hull and Superstructure.</p> <p>2.2. Fitting of Electrical Work.</p> <p>2.3. Painting Work</p> <p>2.4. Working at Heights</p> <p>2.5. Working on the scaffolding or Gangway.</p>	<p>3. Signed and dated Health, Safety and Environmental Policy:</p> <p>3.1. Commitment to Safety, Pollution Prevention</p> <p>3.2. Continual Improvement</p> <p>3.3. Compliance to Legal requirements</p> <p>3.4. Holding management accountable for development of safety systems</p> <p>3.5. Included objectives and targets.</p>	<p>4. Develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons as follows: 4.1. Sec. 16(2) – Delegated Authority (Assistant CEO/Managing Director/ Director or equivalent)</p> <p>4.2. Supervisor</p> <p>4.3. Safety Officer/ Safety Manager/Risk Specialist</p> <p>4.4. Incident Investigator</p> <p>4.5. Risk Assessor</p>	<p>5. Complete and return the tender documentation (Contractor Safety Questionnaire) included as a returnable document, and attach all required supporting documents:</p> <p>5.1. Valid Letter of Good Standing</p> <p>5.2. Safety Induction/ Orientation Booklet or Similar</p> <p>5.3. Valid ISO 45001: 2018 Certification</p> <p>5.4. Previous H&amp;S Recognition Certification</p>



<b>Score 0</b>	<b>No response</b> – The Tenderer has submitted no information and irrelevant to the project.	<b>No response</b> - Risk assessment is provided but not aligned to project scope.	<b>No response</b> - The Tenderer has submitted no information or Health & Safety Policy not signed and dated.	<b>No response</b> - The Tenderer has submitted no information, or Training Matrix not signed.	<b>No response</b> - Health and Safety questionnaire is not fully completed and no supporting documents attached.
<b>Score 40</b>	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including one (1) – five (5) H&S Plan requirements.	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>one (1)-two (2)</b> major activity are provided aligned to Scope of Work.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer/Managing Director/ Director or equivalent including <b>one (1)-two (2)</b> key element.	The tenderer has submitted a signed training matrix including <b>one (1)- two (2)</b> key responsible personnel.	The tenderer has submitted one <b>(1)</b> document either Contractor Safety Questionnaire or supporting documents.
<b>Score 70</b>	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including six (6) – seven (7) H&S Plan requirements.	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>three (3)</b> major activities are provided aligned to Scope of Work.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer/Managing Director/ Director or equivalent including <b>three (3)</b> key elements.	The tenderer has submitted a signed training matrix including <b>three (3)</b> key responsible personnel.	The tenderer has submitted one <b>(2)-(3)</b> document either Contractor Safety Questionnaire or supporting documents.
<b>Score 90</b>	Signed Health and Safety Plan as per	The tenderer has submitted a Risk	Safety, Health & Environmental Policy signed	The tenderer has submitted a signed training matrix	The tenderer has submitted one <b>(4)</b> document either Contractor





	scope of work in line with TNPA H&S specification including eight (8) – nine (9) H&S Plan requirements.	Assessment Methodology, and Activity based Risk Assessment but only <b>four (4)</b> major activities are provided aligned to Scope of Work.	and dated by the Chief Executive Officer/Managing Director/ Director or equivalent including <b>four (4)</b> key elements.	including <b>four (4)</b> key responsible personnel.	Safety Questionnaire or supporting documents.
<b>Score 100</b>	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including ten (10) H&S Plan requirements.	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only <b>five (5)</b> major activities are provided aligned to Scope of Work.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer/Managing Director/ Director or equivalent including <b>five (5)</b> key elements.	The tenderer has submitted a signed training matrix including <b>five (5)</b> key responsible personnel.	The tenderer has submitted one <b>(5)</b> document either Contractor Safety Questionnaire or supporting documents.

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

Signed

Date

Name

Position

Tenderer



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## T2.2-13 : ANNEX G- Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

PRICE AND ELEMENTS OF THE SPECIFIC GOALS:	POINTS
Price	90
B-BBEE status level of contribution 1 or 2	02
The promotion of enterprises located in the Eastern Cape for work to be done or services to be rendered in that province.	02
The promotion of supplier development through subcontracting <b>or Joint venture (JV) for a minimum</b> of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, disabled people or 30% women owned.	06
Non-compliant and/or B-BBEE Level 3-8 contributors	00
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>



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

## 2. DEFINITIONS

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



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Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of enterprises located in the Eastern Cape for work to be done or services to be rendered in that province.	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity
The promotion of supplier development through subcontracting of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, disabled people or 30% women owned.	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline.



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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National

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



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Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		





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**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
- Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

- (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. ....
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..... SIGNATURE(S) OF BIDDERS(S) DATE: .....
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Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

## 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 institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any

<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.



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

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<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.



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

Transnet National Ports Authority.  
Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.



## PART 2: PRICING DATA

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

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

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

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

**Identified and defined terms** 11  
11.2

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

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

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

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

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

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

#### 1.2. Measurement and Payment

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

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

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

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.



Transnet National Ports Authority.

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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



## C2.2 Activity Schedule

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

Item	Refer to	Description	Unit	Qty	Total Price (ZAR)
<b>1</b>	<b>SANS 10400</b>	<b>Preliminaries and General</b>			
1.1		Contractual requirements	Sum	1	
1.2		All other Contractual and legal requirements incl. safety, insurances, compensations	Sum	1	
1.3		Preparation and Maintenance of Quality Control Plan (QCP)	Sum	1	
1.4		Site Establishment	Sum	1	
1.5		Removal of Site Establishment	Sum	1	
1.6		Tools and equipment	Sum	1	
1.7		Plant Mobilisation	Sum	1	
1.8		Plant Demobilisation	Sum	1	
1.9		Water supplies, electric power and communications connection	Sum	1	
1.10		Permits and site access	Sum	1	
1.11		Environmental Management Compliance (Compliance to TNPA CEMP, SES and Environmental Legislations)	Sum	1	
1.12		Occupational Health and Safety File	Sum	1	
1.13		Health and Safety compliance (incl. PPE, harnesses, etc.)	Sum	1	
1.14		Rehabilitation of site.	Sum	1	
	<b>SANS 10400</b>	<b>Time related Items</b>			
1.15		Contractual Requirements	Months	14	
1.16		Environmental Management	Months	14	
1.17		Tools, Equipment and Plant	Months	14	
1.18		Supervision for the duration of the contract	Months	14	
1.19		On site staff	Months	14	
1.20		Occupational Health and Safety	Months	14	

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

1.21		Water supplies, electric power, communications, dealing with water and access.	Months	14	
<b>2</b>		<b>Execution</b>			
2.1		Review of main construction designs	Sum	1	
2.2		Completion of Hull & Superstructure, including painting.	Sum	1	
2.3		Supply and deliver the Wheelhouse & Accommodation fittings	Sum	1	
2.4		Install the Wheelhouse & Accommodation fittings	Sum	1	
2.5		Supply and delivery of Machinery & compressor plant	Sum	1	
2.6		Installation of Machinery & compressor plant	Sum	1	
2.7		Installation of Main engines, gearboxes & alternators	Sum	1	
2.8		Supply and delivery of Electrical installations & Communication and Navigational Aids	Sum	1	
2.9		Installation Electrical installations & Communication and Navigational Aids	Sum	1	
2.10		Supply and delivery of Air conditioning & Ventilation system	Sum	1	
2.11		Installation of Air conditioning & Ventilation system	Sum	1	
2.12		Supply and delivery of Firefighting & compressed air systems	Sum	1	
2.13		Installation of Firefighting & compressed air systems	Sum	1	
2.13		Supply and delivery of the Propulsion System	Sum	1	
2.14		Installation of the Propulsion System	Sum	1	
2.15		Integration of all systems and commissioning.	Sum	1	
2.16		Conduct FATS & HATS	Sum	1	
<b>Total Cost Excluding VAT carried over to Form of Offer &amp; Acceptance</b>					<b>R</b>

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :                      Major perils                      Minor perils



0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but <b>Excluding</b>:</p> <ol style="list-style-type: none"> <li>Contracts which at award stage have a value in excess of R 1,000,000,000.</li> <li>Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight &amp; Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).</li> <li>Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.</li> <li>Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.</li> <li>Contracts in or on any aircraft.</li> <li>Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like</li> </ol>

harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.



- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

## PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.



Limit Of Indemnity: Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension  
Limits Of Indemnity:

Claims Preparation Costs - \*R7,500,000 in the aggregate during the policy period of insurance.  
 Loss of Documents - \*R2,000,000 in the aggregate during the policy period of insurance.  
 Statutory Defence Costs - \*R5,000,000 in the aggregate during the policy period of insurance.  
 Defamation - \*R5,000,000 in the aggregate during the policy period of insurance.  
 Infringement of Copyright - \*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.



- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender

Chief Broking Officer