

## **Transnet Port Terminal**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AT BERTHS 108 & 109 FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PORT TERMINALS ('TPT') AT THE DURBAN CONTAINER TERMINALS FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2 AS A ONCE-OFF PROJECT**

<b>RFP NUMBER</b>	<b>: iCLM DB 803/TPT</b>
<b>ISSUE DATE</b>	<b>: 28 AUGUST 2023</b>
<b>BRIEFING SESSION</b>	<b>: 01 SEPTEMBER 2023</b>
<b>CLOSING DATE</b>	<b>: 12 SEPTEMBER 2023</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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### Number      Heading

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from companies [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	Tender Number: <b>iCLM DB 803/TPT</b> Description of Works: Provision of Back-slipping of crane 521 and 523 at Berth 108 & 109 Refurbishment for Transnet SOC LTD Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT"), as a Once Off Project, at Durban Container Terminal – Pier 2.
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>. FREE OF CHARGE.</b> <b>The RFP may also be downloaded from the Transnet website at <a href="http://www.transnet.net">www.transnet.net</a>. FREE OF CHARGE. To access the Transnet e-Tender portal, please click <a href="#">here</a></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at DCT Pier 2, Cranes Workshop, (Pier 2 Admin Building Entrance), 1 Langeberg Road, Bayhead, Durban <b>on the 01 September 2023 at 09h30 am</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation, PPE and accommodation].</p> <p>The Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedules and a Signed Compulsory Meeting Attendance Register</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedules T2.2-14 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative and Tenderers to sign Compulsory Meeting Attendance Register as a proof.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	This RFP shall close punctually at <b>12:00 pm 12 September 2023</b> . Location: The Transnet e-Tender Submission Portal: <a href="http://www.transnet.net">www.transnet.net</a> .

	As a general rule, if a bid is late, it will not be accepted for consideration.
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## 2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right-hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

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

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

## 3. CONFIDENTIALITY

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



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Transnet's business, written approval to divulge such information must be obtained from Transnet.

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.



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4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [T2.2-17 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

Supplier Number..... and Unique registration reference number.....

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

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

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## T1.2 TENDER DATA

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

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

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

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

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

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		C1.2 Contract data (Part 1 & 2)
		C1.3 Form of Securities
Part C2: Pricing data		C2.1 Pricing instructions
Part C3: Scope of work		C3.1 Works Information
Part C4: Site information		C4.1 Site information
C.1.4	The Employer's agent is:	Regional Contracts Specialist
	Name:	Hlengiwe Mthimkhulu
	Address:	Transnet Port Terminals 202 Anton Lembede Street 4001
	Tel No.	031 361 8708
	E – mail	<a href="mailto:Hlengiwe.Mthimkhulu@transnet.net/">Hlengiwe.Mthimkhulu@transnet.net/</a> <a href="mailto:Yogeshnie.Gengan@transnet.net">Yogeshnie.Gengan@transnet.net</a>

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

## 1. Step One - Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification***



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## 2. Step Two: Test for Substantive Responsiveness to RFP

Check for substantive responsiveness
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> <li>Whether the Bid contains a priced offer</li> <li>Whether the Bid materially complies with the scope and/or specification given</li> <li>Whether any Eligibility Criteria have been met as follows: <ul style="list-style-type: none"> <li>Track Record – Returnable A2 (a) and (b)</li> </ul> </li> </ul>

The test for substantive responsiveness to this RFP will include the following:

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for further evaluation***

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

## 3. Step Three - Evaluation and Final Weighted Scoring

### a) Price [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Commercial offer</li> </ul>	<i>PART 2: PRICING DATA</i>

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $Pmin$  = Price of lowest acceptable Bid

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## b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated below of the specific goals Claim Form.

## **SUMMARY: APPLICABLE THRESHOLDS AND FINAL EVALUATED**

### **WEIGHTINGS**

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

## **4. Step Four: Post Tender Negotiations**

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to

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remain valid during the negotiation period and until the ultimate award of business.

- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

### 5. Step Five: Objective Criteria

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet may apply the following objective criteria to the bid process:

- Contractors Programme – Refer to Returnable A6
- Lead Time – Refer to Returnable A7
- Method Statement – Refer to Returnable A8

### 6. Step Six: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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

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Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-14 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....
- Contact person and details: .....
- The Tender Number: **ICLM DB 803/TPT**
- The Tender Description: **FOR THE PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AT BERTHS 108 & 109 FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PORT TERMINALS ("TPT") AT THE DURBAN CONTAINER TERMINALS FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2 AS A ONCE-OFF PROJECT**

Documents must be marked for the attention of:

***Employer's Agent:***

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

C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the 12 September 2023  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

## **NO LATE TENDERS WILL BE ACCEPTED**

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

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

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1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
  3. Proof of registration on the Central Supplier Database;
  4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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### C3.11

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

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

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

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- C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated (in case Functionality is not applicable – Please delete this note) further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations

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

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

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (80/20)	
	Number of Points	Price
B-BBEE Level 1 & 2	10	
Black Owned EMEs and QSEs (51% BO)	10	
<b>Total</b>	<b>20</b>	<b>80</b>

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure.....on job creation
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation.
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.

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II. Entities with a specified minimum B-BBEE level (1 and 2)	
III. EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

The maximum points for this bid are allocated as follows:

<b><u>DISCRIPTION</u></b>	<b><u>POINTS</u></b>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
LIST THE OTHER APPLICABLE SPECIFIC GOALS FOR THIS TENDER	
Total points for Price and Specific Goals must not exceed	100

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

## C.3.13 Tender offers will only be accepted if:

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



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2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

---

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

---



## **T2.1 List of Returnable Documents**

### **2.1.1 Returnable Schedules:**

#### **Eligibility Criteria** -Track Record

A2. (a) past and current comparable Projects

A2. (b) References

#### **Objective Criteria**

A6 Contractors Programme;

- a. Site Establishment, mobilization of equipment, Back-slipping & Forward slipping of cranes, demobilization of equipment, Site De-establishment.
- b. Programme to indicate critical path and timelines in days
- c. Programme to be submitted in Microsoft Project or similar

A7 Lead Time of Equipment

A8 Method Statement

#### **General**

T2.2-01 Authority to submit tender

T2.2-02 Record of addenda to tender documents

T2.2-03 Letter of Good Standing

T2.2-04 Risk Elements

T2.2-05 Availability of equipment and other resources

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

T2.2-06 Non-Disclosure Agreement

T2.2-07 RFP Declaration Form

T2.2-08 RFP – Breach of Law

T2.2-09 Certificate of Acquaintance with Tender Document

T2.2-10 Service Provider Integrity Pact

T2.2-11 Supplier Code of Conduct

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

T2.2-12 Insurance provided by the Contractor



### **1.3.3 Transnet Vendor Registration Form:**

T2.2-13 Transnet Vendor Registration Form

T2.2-14 Certificate of Attendance

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

### **2.3 C1.2 Contract Data**

### **2.4 C1.3 Forms of Securities**

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

### **2.6 C2.2 Bill of Quantities**

## A2: Track Record

### Note to tenderers:

Tenderers are required to demonstrate a proven track record of previous work relocating cranes by utilising Self Propelled Modular Trailers (SPMT's) with a minimum mass of 950t. by supplying the following information:

- a) A list of past and current comparable Projects with supporting information that clearly demonstrates ability, knowledge, experience, scope of and the successful completion of these of similar works specific to moving Ship To Shore Cranes (STS) on Container/Bulk Material Handling Equipment in the last 10 years.
- b) A list of references (Client names and contact details, project descriptions, durations and contract values) who Transnet may contact to confirm the information provided under a).

### Track Record

Project #	Client	Contract Value	Project Location	Mass of Crane / Appliance	Duration	Year Completed
1						
2						
3						
4						
5						

### Client References

Client Company /	Contact Person	Contact Person Direct Number	Contact Person email	Client Company Switchboard	Client Company email

**Index of documentation attached to this schedule**

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

## A6: Contractors Programme

### Note to tenderers:

Tenderers are required to provide a high level programme indicating at minimum

- a) Site Establishment, mobilization of equipment, Back-slipping & Forward slipping of cranes, demobilization of equipment, Site De-establishment.
- b) Programme to indicate critical path and timelines in days
- c) Programme to be submitted in Microsoft Project or similar

### Index of documentation attached to this schedule

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

Note: The execution time will be considered as time from establishment to de-establishment and will be utilised as part of our objective criteria. Transnet Port Terminals are targeting 10 days.



## A7: Lead Time of equipment

### Note to tenderers:

The Tenderer must submit an estimated timeline for the commencement of works on site, should the specialised equipment not be available in the country. (Tenderers are reminded that this will form part of the objective criteria when evaluating the bids)

Note : A high level milestone programme is to be provided as supporting documentation

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates and available slots in your schedule of works/ work plan.

Further to the programme, the Tenderer must complete the required information below.

Activity	Date (Month & Year)
1. Award of Business	_____
2. First available slot	_____
3. Second Available Slot	_____
4. Third Available Slot	_____

Note: The Lead Time availability of equipment will be considered from award of business to first available slot and will be utilised as part of our objective criteria. Transnet Port Terminals are targeting 3 months from letter of award.



## A8: Method Statement

### Note to tenderers:

The Tenderer must plan the movement of the cranes carefully to ensure they are carried out safely.

The plan should result in a safe system of work and this information should be recorded. This record is known as a method statement and the Tenderer is required to submit either a generic or a previously generated document from previous work successfully executed.

Key elements include:

1. Planning – including site preparation, erection, and dismantling
2. Selection, provision and use of suitable work equipment
3. Design for safe bracing and distribution of load
4. Communication and signaling arrangements
5. Maintenance and examination of the SPMT's and other equipment, equipment certification where applicable.
6. Examinations, reports, and other documents related to the cranes that are to be moved
7. Provision of properly trained and competent personnel
8. Supervision of bracing, fastening, lifting, and movement (Back slipping and Forward slipping)

The site manager / engineer should direct and supervise the operation to make sure it is carried out in accordance with the method statement.

### Attached submissions to this schedule:

.....

.....

.....

.....

Signed on behalf of the Tenderer

Position in organisation

Date

Full Name





TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 803/TPT

DESCRIPTION OF THE WORKS : PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

## T2.2-01: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



TRANSNET PORT TERMINALS

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## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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



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### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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



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#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



## T2.2-02: Record of Addenda to Tender Documents

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

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



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## **T2.2-03 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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

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## T2.2-04: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1 and provide possible mitigation thereof.


Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

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## T2.2-05: Availability of Equipment and Other Resources

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

[illegible]





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## **T2.2-06 NON-DISCLOSURE AGREEMENT**

**[JUNE 2023]**



TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS : PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other

## TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 803/TPT

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information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

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

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- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

**3. RECORDS AND RETURN OF INFORMATION**

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

**4. ANNOUNCEMENTS**

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

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**5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.



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- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



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## T2.2-07: RFP DECLARATION FORM

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

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-10 "Service Provider Integrity Pact".

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

### **IMPORTANT NOTICE TO TENDERERS**

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





TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 803/TPT

DESCRIPTION OF THE WORKS : PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

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threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-08: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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

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## **T2.2-09 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER



## **T2.2-10 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



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## PREAMBLE

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

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

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

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

## 1 OBJECTIVES

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

## 2 COMMITMENTS OF TRANSNET

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

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

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

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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





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

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

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

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



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(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

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

## 9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.



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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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





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

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

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

---

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

Signature .....

Date .....

---

## T2.2-11 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 803/TPT

DESCRIPTION OF THE WORKS : PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

- 
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



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---

- ***Conflicts of Interest***

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_  
*(insert name of Director or as per Authority Resolution from Board of Directors)* *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

## T2.2-12: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

## T2.2-13 VENDOR REGISTRATION FORM

---

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

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

### General Terms and Conditions:

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

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

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

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

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

**1. If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

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

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

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

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

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

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

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

7. As per the communique dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'



# TRANSNET PORT TERMINALS

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## APPENDIX A

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name? ☐ Yes ☐ No

If **YES** state, the previous details below:

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

Your Current Company's VAT Registration Status

VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

# TRANSNET PORT TERMINALS

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Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million	>R10Million <R50Million	>R50Million
--	-------------	----------------------------	-------------

Does your company have a valid B-BBEE certificate?										Yes	No							
Please indicate your Broad-Based BEE status (Level 1 to 9)										1	2	3	4	5	6	7	8	9
Majority Race of Ownership																		
% Black Ownership	% Black Women Ownership	% Black Disabled person(s) Ownership	% Black Youth Ownership															
% White Ownership	% Indian Ownership	% Coloured Ownership																
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in <b>Appendix C and D</b> respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.																		

Supplier Development Information Required			
EMPOWERING SUPPLIER	YES	<input type="radio"/>	NO <input type="radio"/>
FIRST TIME SUPPLIER	YES	<input type="radio"/>	NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN	YES	<input type="radio"/>	NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	* If Yes- Attach supporting documents		
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES	<input type="radio"/>	NO <input type="radio"/>

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



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**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

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**Affidavit or Solemn Declaration**

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

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

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

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

**Commissioner of Oaths**

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

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

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

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## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, \_\_\_\_\_

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p style="margin-left: 40px;">(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p style="margin-left: 40px;">(b) who became citizens of the Republic of South Africa by naturalisations -</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p style="margin-left: 40px;">a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p style="margin-left: 40px;">b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p>

TRANSNET PORT TERMINALS

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	<p>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>d) Black people living in rural and under developed areas;</p> <p>e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

.....  
**Deponent Signature**

\_\_\_\_\_  
**Commissioner of Oaths**  
Signature & stamp

**Date** .....

TRANSNET PORT TERMINALS

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**APPENDIX D**

**SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned, \_\_\_\_\_

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> <li>a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>b) who became citizens of the Republic of South Africa by naturalisation. <ol style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ol> </li> </ol>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ol style="list-style-type: none"> <li>a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> </ol>

TRANSNET PORT TERMINALS

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	d) Black people living in rural and under developed areas; e) (e) Black military veterans who qualifies to be called a military f) veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

.....  
**Deponent Signature**

\_\_\_\_\_  
**Commissioner of Oaths**  
Signature & stamp

**Date** .....

# TRANSNET PORT TERMINALS

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## VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



## T2.2-14: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

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

Name

Signature

Capacity

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

Name

Signature

**For and on Behalf of the  
Employers Agent.**

Date



TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS : FOR THE: FOR THE: PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

## C1.1: Form of Offer & Acceptance

### Offer

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

FOR THE: PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words) - N/A	

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

Signature(s)

Name(s)

Capacity



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**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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DESCRIPTION OF THE WORKS : FOR THE: FOR THE: PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation) _____	Transnet SOC Ltd _____



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Name &  
signature  
of witness

Date



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## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>  The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet Port Operation a division of Transnet SOC Ltd (Registration No. 1990/000900/30)</b>





## TRANSNET PORT TERMINALS

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	Address	Registered address: <b>Transnet Port Terminals 202 Anton Lembede Durban 4001</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Port Terminals 202 Anton Lembede Durban 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Hlengiwe Mthimkhulu</b>
	Address	<b>202 Anton Lembede Durban 4001</b>
	Tel	<b>031 361 8708</b>
	e-mail	<b>Hlengiwe.Mthimkhulu@transnet.net</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBC</b>
	Address	<b>TBC</b>
	Tel No.	<b>TBC</b>
	e-mail	<b>TBC</b>
11.2(13)	The <i>works</i> are	<b>PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 &amp; 523 AND BERTHS 108 &amp; 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Refer to Annexure B for the detail Risk Register</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>

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13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>3 months</b>
31.2	The <i>starting date</i> is	<b>TBC</b>
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>3 Months from date of quality inspection</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>Not applicable</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	

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1	Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>



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The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
<p>84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p><b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b></p> <ol style="list-style-type: none"><li><b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></li><li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components, or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li></ol>

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- 
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
  - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.**
  - 5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
- 

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

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

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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>South Africa</b>

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	<div>The person or organisation who will choose an arbitrator</div> <div><div>- if the Parties cannot agree a choice or</div><div>- if the arbitration procedure does not state who selects an arbitrator, is</div></div>	<div>The Chairman of the Association of Arbitrators (Southern Africa)</div>
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is	30 days from RFP closing date
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	The price for year 1 must be fixed and firm and escalation percentages and relevant indices for year 2 – 7 must be provided
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	1 % per day of the total price of the purchase order
X16	Retention	Applicable to services e.g refurbishment
X16.1	The retention fee amount is	Nil
	The retention percentage is	2 % on all payments certified.
X18	Limitation of liability	



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X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>3 months after Completion of the whole of the <i>works</i></b>

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

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**Z3 Additional clauses relating to  
Joint Venture****Z3.1****Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:**

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

iii. Identification of the roles and responsibilities of the constituents to provide the Works.

• Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

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

## Z3.2

Insert additional core clause 27.6

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

## Z4 Additional obligations in respect of Termination

### Z4.1

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)

<b>Z4.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z4.3</b>		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z5</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z5.1</b>		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing, or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing, or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing, or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>

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**Z6 Additional Clause Relating to Collusion in the Construction Industry**

**Z6.1** The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

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**Z7 Protection of Personal Information Act**

**Z7.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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**Z9 Anti-Corruption Warranty**

**Z9.1** SUPPLIER hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers, or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

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TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 803/TPT

DESCRIPTION OF THE WORKS : FOR THE: PROVISION OF BACK-SLIPPING, RE-POSITIONING OF LIEBHERR CRANE 521 & 523 AND BERTHS 108 & 109, AT TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE PORTS OF DURBAN CONTAINER TERMINAL PIER 2, AT A ONCE OFF PROJECT

## C1.2 Contract Data

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

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

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

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

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

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



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

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

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

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

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

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

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet Port Terminals  
202 Anton Lembede  
Durban  
4001

Date:

Dear Sirs,

### Performance Bond for Contract No. iCLM DB 803/TPT

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

**Transnet SOC Limited, Registration No. 1990/000900/30**

(the *Employer*) and

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

(the *Contractor*), for

**{Insert details of the *works* from the Contract Data}**

(the *works*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of



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

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

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)



## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	



## C2.1 Pricing instructions: Option B

### 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 and 2013 (ECC) Option B states:

**Identified  
and defined  
terms**

11

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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.

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

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract, and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.



## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.



## 2. Measurement and payment

### 2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton



MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

## 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



- 
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### **2.3. Departures from the *method of measurement***

### **2.4. Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.





## C2.2 The bill of quantities/Pricing schedule

Pricing Returnable Schedule - Equipment and Personnel	
Description	Cost
Mobilisation of Equipment	
Back slipping of Crane 521 and re-positioning of 521	
Back slipping of Crane 523 and re-positioning of 523	
Demobilisation of Equipment	
<b>TOTAL</b>	

Description	Rental Rates Per Day
Equipment	

Description	Labour Rate Per Day
Monday to Saturday	
Sunday	
Night shift	
Public Holidays	

**Notes: All rates to include disbursements (including travel, accommodation etc)**

Signature(s)

Name(s)

Capacity

TRANSNET PORT TERMINALS

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## C 3.1: WORKS INFORMATION

### SCOPE OF WORK :

### RE-POSITIONING OF LIEBHERR CRANES 521 & 523 AT BERTHS 108 & 109

Document reference	Title	No of pages
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	Total number of pages	



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## 1 Description of the works

### 1.1 Background

Transnet Port Terminals (TPT) utilises four (4) Ship to Shore (STS) cranes to service container vessels on the South Quay, Berths 108/109 at Durban Container Terminal Pier 2. These twin lift cranes are approximately 20 years old and are in need of refurbishment to extend the life.

In order to maintain our service level agreements with the shipping lines we are required to have a minimum of 3 reliable and operational cranes on the South Quay, In order to achieve this, two cranes need re-positioning on the South Quay, berths 108/109.

#### *Repositioning of Crane 521*

Back slip Crane 521, long travel Crane 520 to Berth 109 corner then forward slip crane 521 back on to the quayside. This will allow for Crane 520 to be refurbished at the end of Berth 109 without disruption to operations.

#### *Repositioning of Crane 522*

Back slip Crane 522, long travel Crane 523 to Berth 108 corner then forward slip crane 522 back on to the quayside. This will allow for Crane 523 to be refurbished at the end of Berth 108 without disruption to operations.

### 1.2 The scope of works

#### **Re-positioning of Liebherr Cranes 521 & 523 at Berths 108 & 109**

To minimise the risk of operational disruptions at Durban Container Terminal (Pier 2), the relocation of the existing Liebherr cranes shall commence immediately.

The Contractor shall take cognisance of existing terminal operations and vessel schedules and plan together with terminal operations the works to minimise occupation of the quayside at Berths 108/109 at Durban Container Terminal.

It is the Contractor's responsibility, using his expertise and knowledge in such relocation work as well as the associated condition assessments, specialized rigging, use of specialized equipment and bracing requirements, to facilitate a safe and efficient re-positioning of crane 521 and 522. In this regard, the Contractor is responsible for the design of the entire re-positioning process and ensuring that the cranes remain stable and safe during the back slipping and forward slipping. To note the cranes weigh e approximately 1000t

The Contractor shall undertake a condition assessment of crane 521, 522 and associated area (Rail, Quayside, Cope) being utilised for the back slipping of the crane prior to commencing with the works. The Contractor shall undertake any other required preliminary works deemed necessary to develop the design, methodology and remedial works required for the back slipping and forward slipping of crane 521.

The detailed design of the re-positioning activity must be approved by a professional engineer and designs shall be submitted to the Employer for review and acknowledgment prior to commencing. The Contractor shall also submit copies of all design calculations with the design to ensure good record keeping.

The Contractor shall, at his cost, repair and restore to original specification any damages caused to the crane or surrounding infra-structure during the relocation process which will include painting touch-ups after the removal of bracing.

Transnet Port Terminals will be responsible for disconnecting the 11kv trailing cable pre-back slipping and will re-energise the crane when it has been positioned back on the quayside rails. There shall be no dis-assembly of any other crane component to facilitate the relocation.

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The Review and Acknowledgement of the documentation by the Project Manager in no way relieves the Contractor of his responsibility for the correctness of information, or conformance with the requirements of the Works Information. This responsibility rests solely with the Contractor.

The Contractor ensures that his Equipment is safe and that all the necessary licensing, permits, and licensing requirements are adequately met in accordance with South African and applicable international legislation and it complies fully with the applicable statutory and regulatory requirements including the relevant provisions of the OHSAct and in particular the Construction Regulations.

Further, the contractor is to provide TPT with a handover certificate once the crane has been forward slipped and his contractual obligations are met. This will allow TPT to energise and commission the crane in its new position.

The Contractor provides all equipment required for the re-positioning of the crane, including all the necessary and associated permits, duties, testing, certification, transport, shipment, customs clearance and all and necessary statutory compliance requirements.

The Contractor shall ensure that all compliance requirements as per the Occupational Health and Safety Act (Act 85 of 1993); and the relevant regulations are complied with, during the execution of this project.

The contractor attention is also drawn to the following Annexures:

Annexure A : General Assembly of the STS Crane.

Annexure B : Number of crane wheels and max wheel loads

Annexure C : Number of crane wheels and max wheel loads

### 1.2.1 Definitions

**SPECIFICATION** means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.

Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1 000kg or approximately 2 204, 62 pound mass.

**CONDITION ASSESSMENT** means the contractors assessment of the crane and current damages prior to moving the crane. This will also include the risk profile of moving the aged cranes.

**DESIGN** refers to the contractors design required for the re-positioning and includes but not limited to bracing of the crane, wheel loading on infra-structure and design of spreader beams

**PARKING PINS** means devices fit to the STS cranes for the purpose of securing the STS cranes against drifting in out-of-service conditions; also called STORM PINS.

**PARKING PIN SOCKETS** means facilities provided on the quay for the purpose of providing suitable holes for the parking pins on the STS cranes to engage with; also called STORM PIN SOCKETS or STORM PIN ANCHORS.

**TIE DOWN ANCHOR** means a device provided for the purpose of securing the STS cranes from overturning in storm wind conditions (also called mooring). The device provided on the STS cranes is normally referred to as a TIE DOWN ANCHOR. The facility provided on the quay for the tie down anchor to connect to is normally referred to as a HOLDING DOWN ANCHOR or TIE DOWN GROUND ANCHOR.

**RAIL BRAKE** means a device fitted to the STS cranes for the purpose of securing the STS cranes against drifting during in-service and out-of-service conditions; also called STORM BRAKE.

**LONG TRAVEL** means the travelling of the crane along the quay; also called GANTRY TRAVEL.



**CROSS TRAVEL** means the travelling of the trolley along the STS Crane luffing boom and fixed girder; also called TROLLEY TRAVEL.

### 1.2.2 Interpretation of incorporated documentation

Word or phrase	Interpretation
'Transnet Port Terminals' in the context of: owner, occupier or user of the new asset; insurer of the <i>works</i> ; paymaster (i.e. Transnet Port Terminals shall pay); a party to the contract.	the <i>Employer</i>
'Transnet Port terminals' in the context of: a duty or procedure to be performed in the administration of the contract	the <i>Project Manager</i> or the <i>Supervisor</i> as determined by the conditions of contract
accepted by (or to the satisfaction of) the <i>Project Manager</i> , Engineer or the Architect	accepted by the <i>Project Manager</i> or the <i>Supervisor</i>
a duty, procedure, decision or action of the Engineer or the Architect and of the Superintendent, client representative, Site Supervisor or Clerk of works	an action of the <i>Project Manager</i> or the <i>Supervisor</i> depending on the context. Clause 14 of the Core Clauses determines what the actions of each are. Either may delegate in terms of Clause 14.2

## 2 Management and start up.

### 2.1 Management meetings

The *Contractor* shall hold regular review meetings with the *Project Manager* during the planning phases of the contract. For the remainder of the contract, the *Contractor* shall attend all management meetings as called by the *Project Manager*. It is envisaged that the contract management meetings will be included as part of the weekly site meetings and daily meetings during the re-positioning phase, will be held. The *Contractor* must present all relevant information including quality plans, schedules, (including progress) subcontractor management, health, environmental and safety issues at such meetings.

The *Contractor* shall attend risk reduction meetings as and when called by the *Project Manager*.

Other meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

The *Contractor* must ensure that the following, but not limited to, Contractor Specification Guidelines are taken into consideration:

- **Annexure 8.3, Contractor Health and Safety Specification Guideline -TRNIMS-GRP-GDL-014.3;**
- **Annexure 8.4, Contractor Environmental and Sustainability Specification Guideline – TRN-IMS-GRP-GDL-014.4;**
- **Annexure 8.5, Contractor Security Specification Guideline – TRN-IMS-GRP-GDL-014.5; and**
- **Annexure 8.6, Contractor Quality Specification Guideline – TRN-IMS-GRP-GDL014.6.**

### 2.2 Documentation control

The *Contractor* shall submit all documentation (including correspondence and drawings) to Transnet (*Employer*) standards and to the *Project Manager's* requirements in accordance with the *Project Manager's* document control procedure. The *Contractor* shall use his own suitable document control system for the

control, maintenance and handling of all relevant documentation and drawings issued to him.

## 2.3 Safety risk management

The *Employer's* Health and Safety requirement OHS act No 85 of 1993)

## 2.4 Environmental constraints and management

All aspects of the *works* must comply with the *Employer's* environmental management plan, statutory requirements and regulations made by relevant authorities and the *Contractor* must ensure compliance of all Site activities as well as the design of the equipment supplied. All Site activities must comply.

## 2.5 Quality management requirements

Refer to TRN –IMS –GRP–GDL 014.6 for the Contractors quality specification guidelines

Special attention must be paid to the following:

- Quality management objectives.
- Design control system with emphasis on review procedures and Employer requirements evaluation.
- Documentation and change control procedures.
- Quality control procedures that will apply to replaced materials.
- Quality control of all welding and corrosion protection activities.
- The quality control procedure that will apply to painting on site.

The *Contractor* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The *Contractor's* quality plan shall include or reference the quality plans of subcontractors.

## 2.6 Programming constraints

### 2.6.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *works* and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

### 2.6.2 Programme submission

A copy of the *Contractor's* First Programme shall be submitted with the Tender Document returnables that shall comply with the requirements as indicated in the Works Information. The *Contractor's* Detailed Programme shall be submitted in both hard and soft copy forms on award of the contract using a computer software package approved by the *Project Manager*.

The preferred software package is Microsoft Projects or similar approved.

### 2.6.3 Contract programme (baseline)

The *Contractor's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has



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been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractor's* Programme or providing a course of action to remedy the deviation.

The contractor is required to submit a business continuity plan (BCP) in the event of any unforeseen circumstances e.g.. Strike action, adverse weather, etc,

### 2.6.4 Revisions to contract schedule

The *Project Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.

Additional detail may be inserted into the Contract Programme at the request of either the *Contractor* or the *Project Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced.

All revisions to the contract programme shall be prepared by, and at the cost of the *Contractor*.

### 2.6.5 Supplementary programmes

The *Project Manager* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Project Manager* shall not unreasonably request supplementary programmes.

### 2.6.6 Cash flow

The *Contractor* shall submit to the *Project Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

### 2.6.7 Progress reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit the contract programme and the progress to the *Project Manager*.

The contract programme shall be in the form of a look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme:

- The contract programme "baseline" activity bar
- The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).

### 2.6.8 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

## 2.7 Contractor's management, supervision and key people

The *Contractor* shall make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the *Contractor* to minimise replacement of individual project



team members in order to ensure optimum contract management continuity.

It is a requirement of this contract that the *Contractor* employs a full time, fully qualified and experienced site manager who has been delegated sufficient authority to manage the contract efficiently on Site during erection and commissioning. The site manager is required to be fluent in English, both in writing and orally.

An organogram of all the *Contractor's* people who will be directly involved with the management and execution of this contract down to supervisory level, showing each key person named to do the job as stated in the Contract Data, shall be submitted with the Tender Document returnables.

## 2.8 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* shall not affect the *Employer's* right to termination stated in this contract.

## 2.9 Payment

The *Contractor* is paid by electronic bank transfer 40 days after the payment milestone achievement date. The *Contractor* ensures that the *Employer* has his correct banking information to make the transfer.

All payments are provisional and subject to audit.

The *Contractor* preserves its records for such a period as any statutory body may require, but in any event for not less than five years.

The *Employer* deducts any amount owed by the *Contractor* to the *Employer* from any amount payable by the *Employer* to the *Contractor* for the works to comply with the *Employer's* design requirements.

## 2.10 Site investigation and survey

Immediately after the *starting date*, and prior to final design, the *Contractor* shall survey the complete site of final operation of the STS Crane. This survey serves to confirm dimensions and relative positions of existing infrastructure that will interface with the STS crane, for example rail gauges, rail levels, rail positions, parking pins and storm anchors relative to rails, location of electrical power supply points, location and dimensions of any obstacle protruding into the operations envelope and location and dimension of stop blocks.

It is the *Contractor's* responsibility to ensure that the STS Crane re-positioning does not interfere with operations at the adjacent Berths.

Any deviation from the data supplied by the *Employer* in the Works Information must be brought to the attention of the *Project Manager* and discussed and finalised with the *Project Manager* prior to commencing with the re-positioning

# 3 Procurement

## 3.1 Plant and Materials

### 3.1.1 Quality

If requested by the *Supervisor*, the *Contractor* must produce evidence to show that both his welding procedures and certified welders have passed all the relevant requirements and tests in terms of BS 5135, SABS 044 Parts III and IV and refer to TRN –IMS –GRP–GDL 014.6 for the Contractors quality specification guidelines

### 3.1.2 Contractor's procurement of Plant and Materials

The *Contractor* must take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport and storage.

## 4 Site work and completion of the works

### 4.1 Working Areas, Site services & construction constraints

#### 4.1.1 Working Areas

When required in terms of the back slipping methodology, the *Contractor* will indicate his requirements for site erection on a suitable drawing submitted with the tender.

At least some of the Site work will take place while the adjacent port terminal areas will be in operation. The *Contractor* shall take all necessary steps for his works not to interfere with port operations and to ensure that normal traffic flow of the operational terminal is not obstructed. This is to include for the obstruction of terminal lighting as this may hamper our 24 hour operations.

Establishment, fencing and other work required to make the *working area* fit for use is entirely the *Contractor's* responsibility.

The *Contractor* is responsible for the security of the *works* until completion and hand-over, and must make his own arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on Site for this purpose.

The *Contractor* must ensure that the *working area* is well lit at night and that all the fences, obstacles and hazards are marked.

The *Contractor* must maintain the *working area* in a neat and tidy condition to the satisfaction of the *Project Manager*.

#### 4.1.2 Housing

Housing of the *Contractor's* people on site is not permitted.

#### 4.1.3 Clearing of site

The *Contractor*, within five days after completion, must completely remove from site all his plant, materials, Equipment, stores and temporary accommodation or any other asset belonging to him and leave the site in a tidy condition to the satisfaction of the *Project Manager*.

#### 4.1.4 Site books

The *Contractor* must supply and have available at the site office at all times, the following site books which remain the property of the *Employer*:

- Risk register book:  
This is a suitable carbon copy book, size A4, with two detachable sheets for registering risks and early warnings in triplicate as identified by the *Project Manager*, *Supervisor* or *Contractor*.
- Site diary book:  
This is a suitable carbon copy book, size A4, with two detachable sheets for a page to a day where all events affecting execution of the *works*, such as arrivals of plans, breakdown of Equipment, weather conditions etc., are entered. Equipment, labour, Plant and Materials on site are recorded as well as work performed. Entries are made by the *Contractor* (or his appointed agent) and signed daily by both the *Contractor* and the *Supervisor*. The site diary may be used to establish the validity of claims for Compensation Events.

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### 4.1.5 Co-operation with Others

During the course of the contract, departments of Transnet and other contractors may be working in the general area surrounding the *working area*. The *Contractor* must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions.

The success of the project depends on the effective co-operation of all contractors on site, and the *Contractor*, if necessary, must discuss his programme on a day to day basis with the *Project Manager* to ensure effective co-ordination.

### 4.1.6 Customs and port regulations

The *working area* is situated within a Customs controlled area and the *Contractor* and his people shall observe all Customs regulations within the port area.

The *working area* is also within a promulgated port area and the *Contractor* and his people shall observe all ISPS and Port Regulations within the port area. Copies of the Port Regulations are obtainable from the Port admin offices.

The fullest collaboration between the *Contractor*, the Port and the *Project Manager* is essential with regard to the working of the port.

### 4.1.7 Health and safety facilities on Site

At all times during the fabrication, erection and testing of the equipment the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this. Reference t

### 4.1.8 Site services and facilities

The contractor shall indicate what services and facilities are required if any. The *Contractor* is responsible for connecting up and for cabling in the *working area* together with any associated costs.

A water supply point is available to the *Contractor* if required in the *working area*.

The *Contractor* must make his own arrangements for the disposal of sewerage and wastewater. Sewerage may not be wasted on site. Transnet facilities may not be used.

The *Contractor* must make his own arrangements for telecommunication facilities, if required, for his use during the execution of the *works*.

The *Contractor* shall provide everything else necessary for providing the Works.

### 4.1.9 Final positioning

Where applicable, the *Contractor* shall design, fabricate and install all bracing and strengthening required for moving the fully built crane from its original position to its final position and shall remove the bracing and strengthening after the crane has been moved.

The *Contractor* shall take all precautions necessary to prevent any damage during the move to the following:

- a. Crane and on-board equipment,
- b. The Quay, quay fixtures and quay furniture
- c. Surrounding paving
- d. Or any other affected areas

The *Contractor* is responsible to inspect all surfaces and services tunnels in the *working area* and to make



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good any damages due to the moving of the crane.

The *Contractor* shall ensure that during the move the crane is controlled in all horizontal directions to prevent runaway of the crane due to wind or gradients.

TPT is responsible for connecting the crane's trailing cable to the appropriate electric feed point on the destination berth.

After the move any damaged and affected areas on the crane shall be repaired by the *Contractor*. The contractor is to comply with the EEAM 008 corrosion protection specification

[illegible]

## Annexure B: Number of crane wheels and max wheel loads.

### NUMBER OF CRANE WHEELS AND MAX WHEEL LOADS (IN-SERVICE)

Seaside Rail	8 wheels/corner, wheel diameter 710mm 55.95 T/Wheel; 43.04 T/Meter
Wheel Centres	1300/1300/1300/1300/1300/1300/1300
Landside Rail	8 wheels/corner, wheel diameter 710mm Boom Up - 52.26 T/Wheel; 40.20 T/Meter Boom Down - 48.22 T/Wheel; 37.09 T/Meter
Wheel Centres	1300/1300/1300/1300/1300/1300/1300



Both rails are A120

## Annexure C: STS Centre of Gravity Position

### MEMORANDUM

DATE: 12.02.2018

TO: DS

FROM: DSSR

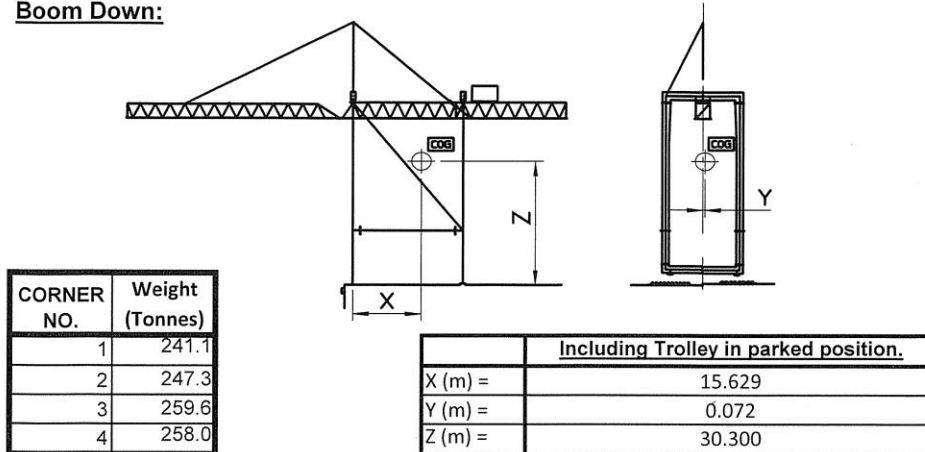
RE.: IR1715-20, Cape Town, SA.

**Centre of Gravity Position**

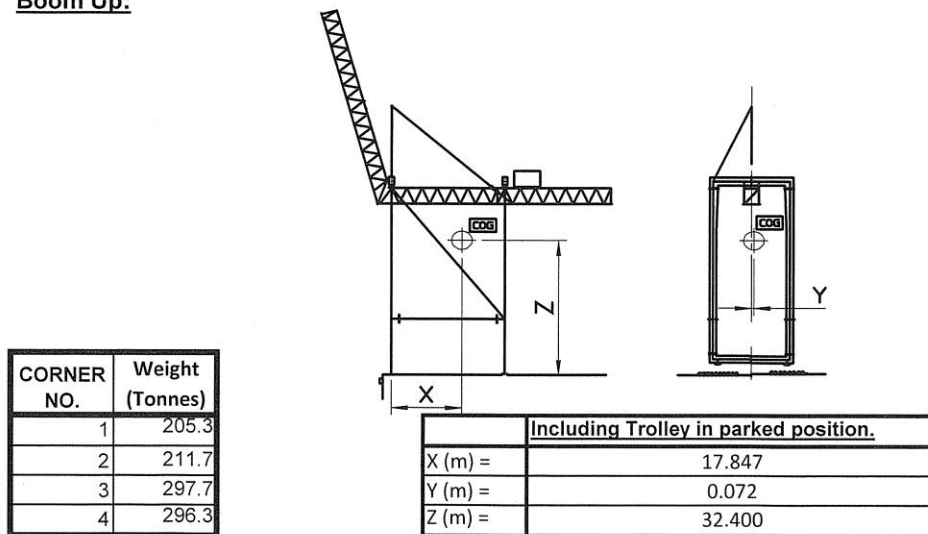
**Trolley Parked Position:**

1.94 metres seaside of landside leg.

**Boom Down:**



**Boom Up:**



- Note:
1. Wind force not considered. Ballast is considered.
  2. Calculated using design weights from weights list and wheel load charts.
  3. Trolley, spreader and Pulley frame assumed fitted.

  
Seán Regan



## C 3.2: SITE INFORMATION & RELOCATION SEQUEUNCING

Document reference	Title	No of pages
	This cover page	1
	Site Information	2
	Total number of pages	3

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## 1. Description of the Site and its surroundings

### 1.1. General description

The Durban Container Terminal (DCT) is located in the Port of Durban and is accessed via Langerberg Road which is off Bayhead Road. The sites for the proposed development incorporate areas within the DCT. The site is located on the South Quay. It must be noted that access to the site will be via existing internal roads in DCT.

The construction site-camp that will need to be discussed and agreed upon, however this would be in close vicinity to the re-positioning site.

The *Contractor* shall attend the site clarification meeting and acquaint himself with the nature of the *works*, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract. The contractor is to take cognisance of the traffic congestion on both Bayhead and Langerberg Roads.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing.



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### Sequence of works

- |   |   |
|---|---|
| 1. Back slip Crane 521                                | 4. Back slip Crane 523                                |
| 2. Move Crane 520 to end of quay                      | 5. Move crane 522 to mid-Berth (TPT)                  |
| 3. Forward slip Crane 521 back onto rail and handover | 6. Forward slip Crane 523 back onto rail and handover |

## 1.2. Existing buildings, structures, and plant & machinery on the Site

The sites for the crane relocation and dismantling are located in a fully operational container terminal and safe working distances from the construction fences are to be maintained at all times. Heavy machinery such as Straddle Carriers, Reach Stackers etc will be working on a 24hour basis around the site.

DCT is a highly operational and the construction work is to be conducted in such a way so as not to disrupt operations. The *Contractor* shall allow for working under these conditions

## 1.3. Site Camp

An area will be made available for the establishment of a construction site camp. This will be pointed out at the Site Clarification Meeting. The *Contractor* may establish his offices, storage areas within this site camp. Site camp security shall be the responsibility of the *Contractor*. The *Contractor* may choose not to establish a site camp.

The construction site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the *Contractor* has de-established the camp and this has been approved by the *Project Manager*.

Water & electrical connections are to be made available to contractor via the employer should it be deemed necessary.