



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: - Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal- Phase 2

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:

Supply, Delivery and Installation of Fenders for the Port of Ngqura Container Terminal.

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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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 (REGISTRATION NO.1990/000900/30), trading through its Operating
Division, Transnet National Ports Authority
Port Of Ngqura
Port Elizabeth
6100

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		

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	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd (REGISTRATION NO.1990/000900/30), trading through its Operating Division, Transnet National Ports Authority Port Of Ngqura Port Elizabeth 6100
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 Contract Data

Part one - Data provided by the *Employer*

The NEC 3rd Edition Engineering and Construction 2005 as published by Thomas Telford Ltd a wholly owned subsidiary of the Institution of Civil Engineers (UK) shall apply to and from the General Conditions of Contract for this contract. This publication is available and Tenderers must obtain copies at their own cost.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	Dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law X4: Parent company guarantee X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>

	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	Z2: Local Production and Content Obligations Z4: Additional clauses relating to Joint Venture Z5: Additional obligations in respect of Termination Z7: Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA Z8: Additional Clause Relating to Collusion in the Construction Industry Z9: Protection of Personal Information Act Z10: Additional clause relating to Compensation events Z11: Incoterms
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662
	Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority eMendi Admin Building, Klub Road Port of Ngqura 6001
	Tel No.	(+27 41) 507 8495
10.1	The <i>Project Manager</i> is: (Name)	Ms Mhlali Mahlambeni
	Address	Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road, Port of Ngqura, Neptune Road, Coega, PORT ELIZABETH, 6100
	Tel	(+27 41) 507 8591

	e-mail	Mihlali.Mahlambeni@transnet.net	
10.1	The <i>Supervisor</i> is: (Name)	Ms Siphokuhle Xhalisile	
	Address	Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road, Port of Ngqura, Neptune Road, Coega, PORT ELIZABETH, 6100	
	Tel No.	(+27 41) 507 8528	
	e-mail	Siphokuhle.Xhalisile@transnet.net	
11.2(13)	The <i>works</i> are	Supply, Delivery and Installation of Fenders for the Port of Ngqura Container Terminal	
11.2(14)	The following matters will be included in the Risk Register	1. The work to be performed will be done in an operational terminal.	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 (two) weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	The Contract shall be in force for a period of 162 (one hundred and sixty two) days (the Contract period) from the Contract Date.	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1 Supply and delivery of Fenders	06 March 2023

		2	Remove old fenders from quay, make good and transport to storage yard.	20 March 2023.
		3	Installation of Fenders	24 April 2023.
		4	Commissioning of Fenders	14 June 2023.
30.1	The <i>access dates</i> are	Part of the Site		Date
		1	Fender storage yard	As per approved programme
		2	Ngqura Container terminal	As per approved programme
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		
31.2	The <i>starting date</i> is	Is the date when the tenderer receives written notification from the Project Manager of such date (The Contract Date).		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (two) weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after delivery and Completion of the whole of the <i>works</i>.		
43.2	The <i>defect correction period</i> is	2 (two) weeks		
5	Payment			

50.1	The <i>assessment interval</i> is monthly on the	20th (twentieth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		the wind speed (km/h) and direction of the wind
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Port Elizabeth International Airport
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	

80.1	These are additional <i>Employer's</i> risks	1. The work to be performed will be done in an operational terminal.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & 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
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon	
	The deductibles are	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.	
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."	
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	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.	
	The <i>Contractor</i> provides these additional Insurances	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
		2	Where the contract involves manufacture, and/or fabrication of Plant & 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 & 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.
		3	Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> 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 R 5 000 000.
		5	Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement
		6	Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000
		7	The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i>.
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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is		Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.

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:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Port Elizabeth, Eastern Cape, South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X4	Parent company guarantee	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	R 6 086.80 Excl. VAT per day
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	5% on all payments certified.
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
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:	The deductible of the relevant insurance policy
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:	The cost of correcting the Defect
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:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works and the project is complete
Z	<i>Additional conditions of contract</i> The additional conditions of contract are:	
Z2	Local Production and Content Obligations (If applicable)	
Z2.1		In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2.01 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. 100% Steel product (Bolts and Nuts).

Z2.2		<p>The <i>Contractor</i> is required to note that the <i>Employer</i>, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.</p>
Z2.3		<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>
Z2.4		<p>The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2.01 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.</p>
Z2.5		<p>Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.</p>

Z4	Additional clauses relating to Joint Venture	Insert the additional core clause 27.5
Z4.1		<p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> i. of their joint and several liabilities to the <i>Employer</i> 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 <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the

		<p>constituents to provide the Works.</p> <ul style="list-style-type: none"> Financial requirements for the Joint Venture: <ul style="list-style-type: none"> 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.
Z4.2		<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z5	Additional obligations in respect of Termination	
Z5.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings (R22) repudiated this Contract (R23)

Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z7	Right Reserved by the Employer to Conduct Vetting through SSA	
Z7.1		<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"> 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. 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. 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.
Z8	Additional Clause Relating to Collusion in the Construction Industry	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z9	Protection of Personal Information Act	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z10	Additional clause relating to Compensation events	
Z10.1		The following will be added as an additional compensation event. • (16) Payment of foreign exchange fluctuations. (Forward Cover)
Z10.2		Fluctuations in the Foreign exchange rates will be treated as a compensation event based on the actual cost of the Forward Exchange Contract (Forward Cover) arranged by the Contractor, if instructed so by the Project Manager, in accordance with the conditions stated.
Z10.3		3 The Contractor shall obtain a quote for a Forward Exchange Contract (Forward Cover) in respect of the imported Goods from a recognized financial institution registered in South Africa (an institution registered with the Financial Services Board) for comparative purposes within two weeks of the Contract date, and must submit this to the Project Manager for acceptance before it is entered into. If accepted by the Project Manager, this will be a compensation event and the Prices will be increased or reduced accordingly and the Project Manager will not accept any further changes in prices due to exchange rate fluctuations as thereafter the total of the Prices will be fixed in ZAR (South African Rands). If not accepted by the Project Manager, the contractor will have to get additional market related quotations.

Z10.4		<p>The resulting compensation event will be based on an actual Forward exchange Contract (FEC), between the Contractor and a recognized financial institution registered in South Africa. It shall be based on the difference between the rand value of the forward cover and the rand value per tender. It shall be the Contractor's responsibility to liaise directly with the Project Manager and or any other person as directed by the Project Manager to finalise the foreign currency hedging process (Forward Exchange Contract) to be entered into by the Contractor.</p>
Z10.5		<p>If the Contractor fails to provide the Forward Exchange Contract (Forward Cover) within two weeks of the Contract Date, the Project Manager will assess the compensation event based on his own assessment of the foreign currency cash flow and projected forward rates.</p>
Z11	Incoterms	
Z11.1		<p>The Employer selected CIP – Carriage and Insurance Paid incoterm.</p> <p>The Contractor delivers the goods to the carrier or another person nominated by the Contractor at an agreed place, but the Contractor also contract for insurance cover against the Contractor's risk of loss of or damage to the goods during the carriage. Contractor is required to obtain insurance only on minimum cover.</p>

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part C2.2
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<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	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
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	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option 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 National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2022/08/0897/10065/RFP

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	2 - 5
C2.2	The <i>bill of quantities</i>	6 -12

C2.1 Pricing instructions: Option B

The *conditions of contract*

How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (with amendments June 2006 and April 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.

Function of the Bill of Quantities

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

Guidance before pricing and measuring

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

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because 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.

Measurement and payment

Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

¹ 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

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

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

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

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

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

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

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

Departures from the *method of measurement*

None

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*

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
		This BoQ shall be read in conjunction with the Works Information Document and the RFP clauses.							
1.		<u>PRELIMINARY AND GENERAL</u>							
		<u>FIXED CHARGED AND VALUE RELATED ITEMS</u>							
		<u>Contractual requirements:</u>							
1.1		Contractual requirements.	Sum	1					
		<u>Establishment of facilities for contractor:</u>							
1.2		(a) Offices and storage sheds.	Sum	1					

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
1.3		(b) Name boards	Sum	1					
1.4		(c) Ablution and latrine facilities.	Sum	1					
1.5		(d) Tools and equipment.	Sum	1					
1.6		(e) Water supplies, electric power and communications.	Sum	1					
1.7		(f) Dealing with water.	Sum	1					
1.8		(g) Access.	Sum	1					
1.9		(h) Plant.	Sum	1					
		<u>Other Fixed-charge Obligations:</u>							
1.10		Survey, setting out and preparation of as-built drawings.	Sum	1					
1.11		Environmental management.	Sum	1					
1.12		Occupational Health and Safety.	Sum	1					
1.13		Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.	Sum	1					
		<u>Removal of site establishment:</u>							
1.14		Removal of site establishment.	Sum	1					

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
		TIME RELATED ITEMS							
		<u>Contractual requirements:</u>							
1.15		Contractual requirements.	Sum	1					
		<u>Establishment of facilities for contractor:</u>							
1.16		(a) Offices and storage sheds.	Sum	1					
1.17		(b) Name boards	Sum	1					
1.18		(c) Ablution and latrine facilities.	Sum	1					
1.19		(d) Tools and equipment.	Sum	1					
1.20		(e) Water supplies, electric power and communications.	Sum	1					
1.21		(f) Dealing with water.	Sum	1					
1.22		(g) Access.	Sum	1					
1.23		(h) Plant.	Sum	1					
		<u>Supervision:</u>							
1.24		Supervision for the duration of Construction.	Sum	1					

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
		<u>Company and Head office Overhead Cost:</u>							
1.25		Company and Head office Overhead Cost for the duration for the contract.	Sum	1					
		<u>Other Time Related Obligations:</u>							
1.26		Survey, setting out and preparation of as-built drawings.	Sum	1					
1.27		Environmental management.	Sum	1					
1.28		Occupational Health and Safety.	Sum	1					
1.29		Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.	Sum	1					
2.		<u>SUPPLY, DELIVER, REMOVE AND INSTALL UE FENDERS</u>							
2.1	Clause 1.2.1 and 1.2.3	Supply and Deliver UE 1200x1000 E2.0 rubber fenders and necessary components to Port of Ngqura	No.	25					

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
2.2	Clause 1.2.9 and 1.2.10	Testing all UE 1200x1000 E2.0 rubber fenders (all test certificates are to be delivered to TNPA)	No.	25					
2.3	Clause 1.2.5 and 1.2.7	Remove old fenders at Berth D101 & D100 and transport to fender storage yards, 6km from berth D100. Old Bolt holes to be repaired and made good.	No.	20					
2.4	Clause 1.2.1	Install UE 1200x1000 E2.0 rubber fenders at Berth D101 & D100	No.	20					
3.		<u>DESIGN, SUPPLY, DELIVER, REMOVE AND INSTALL FENDER SPACERS</u>							
3.1.	Clause 1.2.2 and 1.2.4	Design, Supply and Deliver fender spacers and necessary components to Port of Ngqura	No.	18					
3.2.	Clause 1.2.6	Remove old fenders spacers at Berth D100 and transport to fender storage yards, 6km from berth D100.	No.	13					

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
3.3.	Clause 1.2.2	Install fender spacers at D100	No.	13					
4.		Sub-total	Sum						
5.		Add 15% VAT							
6.		Total Price (Incl. VAT) to be carried over to the Form of Offer & Acceptance							

Exchange Rate as of ____ - ____ - 2022	
USD/ZAR	
EUR / ZAR	
GBP/ZAR	
____/ZAR	

PART C3: SCOPE OF WORK

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	Total number of pages	44

C3.1 EMPLOYER'S WORKS INFORMATION

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TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The Port of Ngqura is located on the South-East coast of South Africa, about 25 km North-East of Gqebera.

The deep-water port is able to serve super-post Panamax cellular container ships of up to 12 500 TEU's. The Port can accommodate general cargo and bulk carrier vessels of up to 100 000 deadweight tons and with a draft of 15.5m (weather permitting).

The Ngqura Container Terminal (NCT) berths are fitted with fenders to protect the quay wall structure and vessels from damage during berthing operations and whilst along the berth. The container berths (D100 - D103) currently have two types of proprietary fenders that can complicate fender maintenance as the two types of fenders are not interchangeable. Container berths D100 - D101 are fitted with 30 similar fenders while berths D102 & D103 are fitted with another type of 34 similar fenders. The fenders installed at berth D100 & D101 have been problematic since installation. The rubber legs which transfer the load to the quay wall keep on failing by shearing. The strategy is to replace all 30 of these fenders in phases.

Phase 1 has been completed, it included the procurement of 15 fenders with 10 fenders installed at berth D101 and the remaining 5 placed in storage for repairs and maintenance.

Phase 2 plans to procure 25 new fenders, with 20 fenders installed at berths D100 & D101. The additional 5 fenders will be kept as spares for future repairs and maintenance. After completion of phase 2, all 30 problematic fenders would have been replaced and all fenders at the container terminal berths (D100 - D103) will match. There will also be sufficient spares to ensure maintenance can be done as and when required.

1.2 Employer's objectives

The Employer's objectives are to appoint a Contractor to supply, deliver and install UE (Unit Element) 1200 x 1000 E.2.0 rubber fenders at the Ngqura Container Terminal in Port of Ngura, Gqebera, South Africa.

The 25 complete Unit Element fenders (UE 1200 x 1000 E.2.0) and 18 fender spacers are to be supplied and delivered with 20 fenders being installed at berth D100 & D101, and 13 fender spacers being installed at D100. The remaining 5 new UE fenders and 5 new fender spacers being kept as spares for repairs or replacements. For the installation of the 20 fenders, 20 of the existing fenders will need to be removed and transported to the storage area. 13 of the 20 fenders have fender spacers which will also need to be removed.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer

CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPM	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals
UE	Unit Element
WG 33	PIANC Guidelines for Design of Fender System: Report of Working Group 33:2002

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

The Employer's design of the works is contained in:

- Employer's Works Information,
- Technical Specifications,
- Drawings,
- Bill of Quantities.

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

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

2.2.1 The *Contractor* is to design the following parts of the *works*:

- UE 1200 x 1000 E 2.0 rubber fenders as per the manufacturer's specifications that complies with the requirements as detailed in Section 2.5 of C3.1 Employer's Works Information.
- Steel fender spacers suitable for the fenders to be supplied.
- Temporary works.

2.2.2 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *works*:

- Supply, Delivery and Installation of fenders at D100 & D101.
- Supply, Delivery and Installation of fender spacers

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

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

2.3.1 The *Contractor* shall address the following procedures:

- Submit designs in electronic Adobe Acrobat (PDF) and native format to the Project Manager for review and approval.
- The *Contractor* may not proceed with the works until written approval is obtained from the Project Manager.

2.3.2 The *Contractor* undertakes design safety reviews with the Project Manager.

2.3.3 Documentation Submission

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.4 Review and Acceptance of Contractor Documentation

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

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.5 Other requirements of the Contractor's design

2.5.1 The *Contractor's* design complies with the following:

2.5.2 BACKGROUND AND PURPOSE

The container berths (D100 - D103) have two types of proprietary fenders that complicate the maintenance of the fenders as the two types of fenders are not interchangeable

Some fenders at berths D100 & D101 need to be replaced. The strategy is to replace and standardize 20 of these fenders with fenders of similar properties with the existing fenders at berths D102 and D103. The Automated Mooring System (AMS) is located at berth D100, therefore fender spacers will be required to prevent damage to the AMS.

A total of 25 new UE 1200 x 1000 E.2.0 rubber fenders are requested; 20 fenders will be installed on berth D100 & D101, and 5 fenders will be kept as spares. Where the AMS is located, a total of 18 x 500mm wide fender spacers are requested, 13 fender spacers will be installed on berth D100 and 5 fender spacers will be kept as spares.

2.5.3 SCOPE OF WORKS

The scope of works comprises of the following:

2.5.3.1 Supply, delivery and installation of 20 Unit Element (UE) 1200 x 1000 E.2.0 rubber fenders designed in accordance with this technical specification, as detailed under item number 1.3 below.

2.5.3.2 Supply, delivery and installation of 13 x 500mm wide fender spacers. The Tenderer must design the fender spacers suitable for the rubber fenders to be supplied as specified.

2.5.3.3 Supply and delivery of 5 UE 1200 x 1000 E.2.0 rubber fenders designed in accordance with this technical specification, as detailed under item number 1.3 below.

2.5.3.4 Supply and delivery of 5 x 500mm wide fender spacers. The Tenderer must design the fender spacers suitable for the rubber fenders to be supplied as specified.

2.5.3.5 Removal of the 20 existing fenders and transporting them to a storage area within Port of Ngqura.

2.5.3.6 Removal of the 13 existing fender spacers and transporting them to storage area within Port of Ngqura.

2.5.3.7 Repair and closing of holes made from removal of old fenders and spacers.

2.5.3.8 All 25 UE 1200 x 1000 E.2.0 rubber fenders and 18 x 500mm wide fender spacers must be delivered together with all their components, including all items required to fix the fenders/spacers to the quay wall.

2.5.3.9 The Tenderer must conduct fender performance tests and produce all test records (quality) as detailed under item 1.3 below.

2.5.3.10 The Tenderer must submit all quality tests, maintenance and operating manuals as detailed under item 1.3 below.

2.5.4. PROJECT SPECIFIC SPECIFICATIONS AND OTHER TECHNICAL SPECIFICATIONS

2.5.4.1. General

- (a) The fenders that are to be procured and installed at berth D101 shall match the basic performance specifications and properties of the existing fenders at berths D103 & D102.
- (b) The fenders shall be Unit Element (UE) 1200 x 1000 E.2.0 rubber fenders.
- (c) The fender spacers shall be made of steel and designed suitable for the fenders to be supplied as specified.
- (d) All performance curves and shop drawings shall be provided by the tenderers to confirm compliance with the design criteria.
- (e) Fenders shall be in compliance with the PIANC Guidelines for the Design of Fender Systems: Report of Working Group 33: 2002, hereinafter referred to as “WG33”, and is further modified in this specification.
- (f) Details of all materials shall be provided as indicated in the technical specification below.
- (g) The Contractor shall provide a 36-month warrantee post installation of all fender components delivered and installed on site, including 36 month warrantee on fenders delivered as spares.
- (h) The Contractor shall certify correct installation of the fenders. A warrantee certificate to be issued to TNPA.
- (i) Any painting of metals shall be in accordance with C5M or equivalent with a 450 micron DFT.
- (j) Fender maintenance manuals shall be provided.

2.5.4.2 Fender Performance & Basic Design Criteria

- (a) The specified fender is designed for quarter point berthing of a 12,500 TEU container vessel berthing at 0.10 m/s with a safety factor of 1.5.
- (b) The energy absorption of the fender is 1080kJm, and the reaction force is 1968kN.
- (c) The fender panel is dimensioned to limit the hull pressure to 200kPa.
- (d) The required fender projection is 1550mm from the face of the quay wall.
- (e) The fenders shall be installed at a pitch of 20m.

2.5.4.3 Rubber Fender Legs

- (a) Rubber fender units shall be compression moulded from natural or synthetic or both rubber compounds in compliance with Appendix A of WG33.
- (b) The Rubber shall be fully vulcanised and homogenous with no foreign particles, and free from voids, cracks and cuts.
- (c) All rubber compounds to resist harsh environmental effects of ozone and ultra violet light.
- (d) Steel plates shall be fully embedded and fully bonded to the rubber during vulcanisation process to avoid separation between the rubber and the steel.
- (e) 4 rubber fender legs (2 left and 2 right vertically aligned) per fender are recommended to match existing D102 and D103 fenders.
- (f) The leg dimensions are to be 1200 x 1000mm
- (g) The proposed quay wall fixing bolt spacing for the 48mm diameter anchor bolts shall be:
 - Vertically at 500mm per fender leg,
 - Vertically at 550mm between top and bottom bolts of 2 vertical fender legs.
- (h) The proposed horizontal bolt spacing shall be:
 - 1908mm between each fender leg at the quay wall,
 - 412mm between each fender leg at the front of the fender (fixing to the fender box).
- (i) Refer to Annexure B (Berth D102 & D103 fender as-built drawings) attached to these specifications for further details.

2.5.4.4 Fender Box

- (a) The steel fender panels shall be stiffened closed box panels, structurally designed by appropriately qualified structural engineers to withstand the applied loading.
- (b) The panels shall be designed to resist the reaction forces imposed by the fender and its supporting chains to keep in equilibrium with the vessel berthing force.
- (c) Steel panels shall be fabricated using steel having a pitting resistance equivalent number (Pren) of not less than 25. Accordingly, grade S355J2 steel shall be the lowest acceptable grade of steel.
- (d) The steel panels are sized to exert a hull pressure of not more than 200 kPa. The minimum required
- (e) Panels shall have a minimum overall depth of not less than 300mm and shall be sealed and pressure tested. Plate thickness shall be not less than 10mm for all external plates, and 8mm for internal stiffening plates. All panel edges shall be chamfered.
- (f) Corrosion Protection System to be applied to all steel panels to protect the steel from the marine environment and shall comply to the standards of the Steel Structures Painting Council and ISO 8501-1 (Surface Preparation Standards for Painting Steel Surfaces). The Corrosion Protection System shall typically comprise of, a Primer Coat at 85 microns thickness, an Intermediate Coat at 465 microns and a Top Coat at 50 microns.
- (g) Alternative panel designs may be offered subject to:

- The specified steel panels must be priced.
- Material specification and proposed corrosion protection must be specified in full for any alternative offered.

(h) Refer to Annexure B (Berth D102 & D103 fender as-built drawings) attached to these specifications for further details.

2.5.4.5 Panel Facing (Fender Pads)

- (a) Panel facings shall be fabricated using double sintered ultra-high molecular weight polyethylene (UHMWPE), having a thickness of at least 50mm.
- (b) Edge pads shall be chamfered to match the chamfered panels, and pads planned to ensure that there are no steps in excess of 1mm between pads.
- (c) Panel facings are to be fixed to the steel panels using stainless steel grade AISI 316 studs or bolts of at least 20mm diameter.
- (d) Total number of pads per fender is 7.
- (e) Dimension of slanted top pad is proposed as 2800 x 522 x 50mm.
- (f) Dimension of vertical pads is proposed as 1745 x 927 x 50mm.
- (g) No chamfers to horizontal edges.
- (h) All chamfers to be 10 x 10mm.
- (i) Refer to Annexure B (Berth D102 & D103 fender as-built drawings) attached to these specifications for further details.

2.5.4.6. Anchors, bolts, nuts, washers and other metallic components

- (a) All anchor sockets, bolts, nuts, washers and other metallic components shall be stainless steel grade AISI 316, or such other stainless steel having a higher Preen number.
- (b) Thread clearances and lubrication shall be such as to avoid galling of the fixings.
- (c) All fender leg anchor bolts shall be 48mm diameter.
- (d) All other bolts, nuts, washers and other metallic components sizes and number required shall be as detailed in berth D102 and D103 fender as-built drawing attached to these tender specifications as Annexure B.

2.5.4.7. Fender Chains

- (a) Fender restraining chains shall be provided for vertical and lateral restraint for fender panels.
- (b) Chains shall be provided for torsional, tensioning and bending support.

- (c) Chains shall be galvanised steel chains. Full material and galvanising specifications to be supplied with the tender.
- (d) Refer to Annexure B (Berth D102 & D103 fender as-built drawings) attached to these specifications for further details.

2.5.4.8. Performance Testing

- (a) Rubber fenders shall be tested in accordance with the requirements of Appendix A, “Procedure to determine and report the performance of marine fenders”, of WG33.
- (b) Rubber testing shall be done as per Annexure D of this Tender Specification.
- (c) Verification testing of fender performance and rubber material properties are to be 3rd party witnessed. The costs of testing and witnessing are to be borne by the manufacturer and included in the tendered rates.
- (d) TNPA staff shall also be present at all verification testing of fender performance and rubber material properties. Arrangement for witnessing of the tests shall be made with the winning bidder.

2.5.4.9. Quality Control

- (a) The fender manufacturer shall supply:

At the time of tendering:

- Quality certificate in accordance with ISO 9002 or equivalent.
- Supply history of the offered fenders and fender spacers.
- Product literature at the time of tendering.

To be supplied at the time of delivery:

- Test reports with the fender performance curves, clearly specifying the rated performance data (RPD), shall be supplied at the time of delivery in accordance with Appendix A of WG33.
- Physical properties of rubber certificate shall be supplied at the time of delivery in accordance with Appendix A of WG 33. Verification testing certificates must be supplied at this time.
- Mill certificates for steel panels, chains and bolts shall be supplied at the time of delivery.

2.6. **Use of Contractor’s design**

- 2.6.4. The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.
- 2.6.5. The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

- Supply and Installation of UE 1200 x 1000 E.2.0 rubber fenders and fender spacers including any design alterations that the contractor may formulate to ensure the correct execution of the works.

2.7. Design of Equipment

2.7.4. The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

- UE 1200 x 1000 E.2.0 rubber fenders which complies to the requirements to requirements in Section 2.5 of C3.1 Employer's Works Information.
- Fender spacers suitable for fenders to be supplied.

2.7.5. The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

- UE 1200 x 1000 E.2.0 rubber fenders which complies to the requirements to requirements in Section 2.5 of C3.1 Employer's Works Information.
- Fender spacers suitable for fenders to be supplied.

2.8. Equipment required to be included in the works

2.8.1. None

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

2.9.1. The *Contractor* provides the following:

The Contractor shall submit final documentation to the Project Manager before completion. This documentation is "certified", "As-Built", or Finally Accepted by the Project Manager "without comment" documentation or documentation for which no further review is required. The final documentation shall eventually form part of the final Contractor's Manual or Data Books.

The Contractor shall provide the following to the Project Manager:

- As-Built drawings
- Operating and Maintenance Manuals

2.9.2. As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.9.3. Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0001) and the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 1 (Refer to DOC-STD-0001).

3. Construction

3.1. Temporary works, Site services & construction constraints

3.1.1. Employer's Site entry and security control, permits, and Site regulations

- The Contractor and all their Sub-Contractors shall comply with the requirements of the Employer with regards to site entry, security controls, permits, and site regulations, and these shall be complied with at all times.
- The Employer will provide magnetically coded ID cards to all Employees of the Contractor and their Sub-Contractors for site access. No charge will be made for initial issues, but lost or damaged cards must be paid for.
- The Contractor shall not have sole possession of Site Areas. The Contractor shall co-operate with Employer's Employees, Port visitors and any other Contractors and common users in regards to occupation and access (as and where applicable).
- The construction will be performed in an operational environment. The Employer's Employees, Port visitors and any other Contractors and common users will proceed with normal duties, during the inspection, removal and installation of fenders. The Employer's Employees, Port visitors and any other Contractors and common users should be timeously notified so that there will be no disruption to Port business. The Contractor shall liaise with the Project Manager in scheduling work and shall comply with all instructions.
- The Contractor performs the works and co-operates with the Employer who operates on site during the entire duration of the Contract period.
- The Contractor shall not commit or permit any act that may interfere with the performance of Port operations and shall carry out work with liaison with the Project Manager.
- The success of the works depends on the effective interaction and co-operation of all parties on site, and it will be necessary to discuss the Contractor's proposed activities and short term programme on a regular basis with the Project Manager to ensure effective co-operation and a smooth interface between the activities of the Contractor's and others working and operating in this area.

3.1.2. The Contractor complies with the following Security and SHE requirements of the Employer:

- As stated under item 3.1.1

3.1.3. Restrictions to access on Site, roads, walkways and barricades

- The Contractor shall comply with the following:
- The Works are to be executed on a berth that is adjacent to open seas.
- The Contractor shall communicate with the project manager the request to access to the working areas and plan the execution of the Works in an orderly manner not negatively influencing the operations of the Port of Ngqura.
- The Contractor and their Sub-Contractor shall not traverse to areas outside of their Works areas or to restricted areas (areas that require authorization) without permission of the Project Manager.
- No wondering around / loitering in the Port will be allowed.
- The Contractor and their Sub-Contractors shall use the roads in accordance with National Road Traffic Regulations.

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

- The Contractor is limited to operate at the D-series berth only and fender storage yard only.

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

- The Contractor's personnel shall be suitable qualifies to execute the Works.
- The Contractor's personnel shall conduct themselves in an orderly and professional manner.
- Office hours are from 08:00 to 16:00 on working days.
- The berth operating hours are: 24 hours, 365 days, including all weekends and all public holidays.

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

- The Contractor advises the Project Manager of his working hours in the Contractor's programme as per clause 6.6.6 of the Works Information.
- The Contractor notifies the Project Manager of any changes in his working hours.
- The Contractor records the hours of work for each day to demonstrate that the regulations are not contravened.
- The Contractor gives advance notification to the Project Manager on all occasions when he intends to institute shift working with two or more shifts.
- The Project Manager's office hours are 08:00 to 16:00 Mondays to Fridays. The offices are closed on Saturdays, Sundays and Public holidays.

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

3.1.8. Health and safety facilities on Site

- The Contractor shall comply with Occupational Health & Safety Act and to the Transnet National Ports Authority SHE requirements.
- The Contractor shall also comply with the SHE requirements of the Terminal Operator of the Ngqura Container Terminal.

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

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

- The Contractor shall comply with the Ngqura Operational Management Environmental Plan (OPME).

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

3.1.12. Title to Materials from demolition and excavation

- The Employer retains title to all materials arising from excavation and demolition activities undertaken by the Contractor in the performance of the works. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such material for the benefit of the Employer in accordance with ECC Clause 73.1.

3.1.13. The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:

- The Employer retains title to all materials arising from excavation and demolition activities undertaken by the Contractor in the performance of the works. The Project Manager shall instruct the Contractor

how to label, mark, set aside and/or dispose of such material for the benefit of the Employer in accordance with ECC Clause 73.1.

3.1.14. Cooperating with and obtaining acceptance of others

- The Contractor is to liaise with Port Operations through the duration of the contract via the TNPA Project Manager.
- The Contractor complies with all instructions issued to him by TNPA (either directly, in the case of emergency or via Project Manager).
- The Contractor is not to impede the operation of the port in any way.

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

- The Contractor shall cooperate with and obtain acceptance from the Terminal Operator under guidance and direction of the Project Manager.

3.1.16. Publicity and progress photographs

- The Contractor shall treat all information gained through his appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity of his business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.
- No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA, Port of Ngqura, Security Manager. Photographs are to be taken for record purposes only.
- The Contractor provides a comprehensive photographic record of the progress of the work by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible, each set of photographs shall be taken from the same locations as previous set.
- The areas to be photographed and the quality of photographs in each area will be determined by the Project Manager.
- Progress photographs of all manufacturing work carried out off-site are also required.
- Photographs are to be submitted in JPEG format , with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:
 - Contract reference
 - Photograph file reference
 - Date of photograph
 - Subject matter

3.1.17. The *Contractor* provides a notice board at their site

- The notice board contains of the following information:
 - Contract title
 - Contractor's name
 - Contractor's site Manager's name and mobile number
 - Contractor's site safety Officers and mobile number
 - Project Manager's name and mobile number
 - Supervisor's name and mobile number

- The notice board is seated in clear view at the entrance to the Contractor's site area.

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

3.1.19. *Contractor's Equipment*

- The Contractor keeps daily records of his Equipment used on site and the working areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- The Contractor is to ensure that all equipment entering the site is recorded by the Gate Security. Equipment will not be allowed to leave the site, unless it can be proven that the Contractor brought the said equipment into the Port from outside. The Contractor keeps daily records of his equipment used on site and the Working Areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.1.20. The *Contractor* complies with the permissions and restrictions in the use of Equipment as required by the *Employer*:

- All Plant and Equipment used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist/register shall be implemented which list the operator's qualifications and medical records.
- The Contractor shall comply with the following:
 - The Contractor shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage, as per latest maintenance regulations and transport required for the proper completion of the Works.
 - The Contractor shall submit a comprehensive list of Plant and Equipment intended for use on this contract.
 - The use of all Plant and Equipment shall be subject to approval by the Service Manager, though such approval shall not relieve the of any of their responsibilities under the Contract.

3.1.21. Equipment provided by the *Employer*

None

3.1.22. The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

None

3.1.23. The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

N/A

3.1.24. Site services and facilities:

- Where it is practical to do so, the Employer a power point and portable water as close as possible to the Contractor's lay-down area. The Employer does not guarantee that electricity and water will be available throughout the working area, nor does the Employer guarantee a continuous supply

of electricity and water throughout the duration of the works. The Contractor is responsible for making connections to the supply at the commencement of the project and for disconnecting from the supply at the completion of the project. The Contractor provided a certificate of compliance for his electrical installation before the supply is energised by the Employer. The Contractor provides a new certificate of compliance whenever the installation is changed.

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

3.1.25. The *Employer* provides the following facilities for the *Contractor*:
None. The Contractor shall provide his own facilities.

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

3.1.27. Facilities provided by the *Contractor*:

- The Contractor is to provide all required facilities for his own use in order to provide the works, including offices, toilets and ablutions, rest rooms, etc.
- The Contractor to submit the following drawings to the Project Manager for acceptance before commencing with the establishment of the site facilities:
 - Location drawing showing the area to be occupied by Contractor in relation to the Port Infrastructure.
 - Layout drawings of the proposed facilities.
- Wherever the Contractor provides facilities, all items of equipment involving inter alia, offices, accommodation, laboratories, material storages, compound areas, etc. within the working areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and items of Equipment.
- Unless expressly stated as a responsibility of the Employer as stated under 3.1.12. Site services and facilities, all residual requirements for the provision of utilities and all items of Equipment necessary for the Contractor to provide the Works remain the responsibility of the Contractor.

3.1.28. The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:
None.

-
- 3.1.29. Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.30. Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.31. Existing premises, inspection of adjoining properties and checking work of Others
- The Contractor and Project Manager jointly inspect the buildings and other infrastructure adjacent to the working area immediately prior to the commencement of the site operations and agree on the condition of the items inspected. Photographic records must be made of areas of damage.
 - The Contractor shall be held responsible for any damage to existing structures, plant and services, caused by them, their Employees, and Sub-Contractors, fair wear and tear excluded, during the execution of this contract, caused intentionally, accidentally or by negligence and shall repair damage to the satisfaction of the Project Manager before completion of the contract.
- 3.1.32. The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance and in conjunction with the *Project Manager*:
- See item 3.1.31. above
- 3.1.33. The *Contractor* inspects the work of TNPA and TPT with which the *works* interfaces in conjunction with the *Project Manager*.
- See item 3.1.31. above
- 3.1.34. Survey control and setting out of the *works*
- The Works will be set up at Berths D100 & D101. The Contractor is responsible of setting out the Works and for carrying out further surveys as necessary as the work progress.
- 3.1.35. The *Employer* provides the following information and survey controls for the *Contractor*:
- None required for this project.
- 3.1.36. Excavations and associated water control
- Not Applicable for this project.
 - The Contractor is to take note that this project is located adjacent to the water edge.
- 3.1.37. The *Contractor* complies with the following requirements:
- As indicated in this Works Information.

3.1.38. Underground services, other existing services, cable and pipe trenches and covers

- The Contractor shall, before commencing of any work liaise with the Project Manager and establish the location of any existing services and structures situated within the Works area and record all such information on a suitable “marked-up” drawing reference at all times. As far as possible, all existing services and structures have been shown on the drawing included in this contract (where applicable). The drawings showing the existing services and structures are supplied as a guide only.
- The Contractor shall consult the Project Manager prior to undertaking any work. The Contractor shall therefore exercise due care and attention in carrying out the scope of Works to avoid damage or disruptions to existing services and structures.
- The Contractor shall be liable for all claims arising from any damage caused to existing services and structures as a result of their operations or negligence of their employees or Sub-Contractors and shall rectify / replace all damaged services and structures at the Contractor’s cost.

3.1.39. Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches the *Contractor* undertakes the following:

- Notifies the Project Manager.
- Every effort shall be undertaken by the Contractor to obtain excavation permits and ensure that any existing services are taken into account before the Contractor commences with any excavation or drilling on site.
- The Contractor shall be held liable for damages to existing services.

3.1.40. Control of noise, dust, water and waste

- The Contractor acts in accordance with the Health, Safety and Environmental policies.
- All waste material is collected and disposed of in accordance with the Environmental Management Plan. Dumping of waste material in the sea is strictly prohibited.

3.1.41. The *Contractor* complies with the following:

- Before moving Equipment to site and working areas and commencing operations, the Contractor submits his proposed methods of construction which demonstrates the measures to avoid and/or reduce any nuisance arising from dust, noise and vibration for acceptance by the Project Manager.

3.1.42. Sequences of construction or installation

- The Contractor must propose construction methodologies and sequencing of the Works as per their method statement which will be part of the tender evaluation criteria. Any changes in the sequencing of Works which might be require on site must be brought to the Project Manager with sufficient evidence.

3.1.43. The *Contractor* complies with the following:

- As per the manufactures recommendations

3.1.44. Giving notice of work to be covered up

- The Contractor notifies the Supervisor in writing of any elements of the Works which are to be covered up. This notification is given not less than 24 (twenty four) hours prior to the proposed covering up. The Contractor must ensure that all arrangements are made for the work inspected and signed-off by Supervisor.

3.1.45. The *Contractor* notifies the *Supervisor* of the following elements of the *works* which are to be covered up:

- Any Works which are to be covered up.

3.1.46. Hook ups to existing *works*

- The fenders will be installed onto installed on the quay wall.

3.1.47. The *Contractor* complies with the following constraints in the execution of the *works*:

- The facility is located within the Transnet Port Terminals (TPT) and therefore a permit to work shall be required from TPT before commencement of any work.
- Access to the site traverse through operational areas. The Contractor shall cooperate with other common users of this portion of access.
- The Contractor shall not commit or permit any act that may interfere with the performance of work by any of the other parties.
- All operational shutdowns are to be scheduled and agreed with TPT operations.
- The success the project depends on the effective cooperation of all parties on site, and if necessary, it may be required to discuss the programme on a day-to-day basis with the Supervisor to ensure effective cooperation.
- Access to the facility, from the water side shall be subject for approval from the Harbour Master.

3.2. Completion, testing, commissioning and correction of Defects

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

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

Item of work	To be completed by
As built drawings of Unit Element (UE) 1200 x 1000 E.2.0 rubber fenders.	14 days prior to completion

Performance testing of the works in use as specified in Section 2.5 of this Works Information.	See performance testing requirements in Section 2.5 of C3.1 Employer's Works Information.
Operation Maintenance and Manuals	14 days prior to completion

3.2.2. The *Contractor* is permitted to carry out the following *works* after Completion:

- Repairs to any damages to Port Infrastructure.

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

- In the event of Works not being certified complete by the contractual completion date, the Employer reserves the right to make use of the installation, without the Contractor having benefit of final acceptance.

3.2.4. The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

- None. No part of the Works will be able to be used until installation is complete.

3.2.5. Materials facilities and samples for tests and inspections

- The Contractor arranges for samples of all materials to be used in providing the Works to be tested and delivers the certified results of all tests to the Employer, as per Section 2.5 of C3.1 Employer's Works Information.

3.2.6. The *Contractor* provides the *Employer* with the following [state what facilities will be made available and when, what Materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:

- None

3.2.7. The *Employer* provides the *Contractor* with the following [state what facilities will be made available and when, what materials if any and samples in order for the Supervisor to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:

- None.

3.2.8. Commissioning

- Commissioning will be performed prior to completion.

3.2.8.1. Pre – Commissioning

- The Contractor submits the commissioning protocol to the Project Manager for acceptance not less than 14 days before commissioning starts.
- Pre-commissioning is to be carried out on all components and equipment supplied and/or installed by the Contractor in this contract. These tests include appropriate inspections and functional tests to demonstrate that all items of equipment can be operated safely and at their design performance specification during the commissioning test.
- The pre-commissioning tests are carried out after the Contractor's own proving of the equipment and are conducted in the presence of the Supervisor. The required tests on all items of the equipment will be agreed between the Supervisor and the Contractor. Initial defects listing will be done at this time.
- The Contractor gives the Supervisor a minimum of 48 hours' notice of his readiness to carry out the Pre-commissioning activities.

3.2.8.2. Cold Commissioning

- After successful completion of the Contractor's Pre-commissioning tests, a complete and detailed test and inspection protocol for cold commissioning is to be submitted by the Contractor for acceptance by the Project Manager.
- This test and inspection protocol includes all tests and inspections deemed necessary by the Contractor and Supervisor to prove to the Project Manager's satisfaction that all equipment has been delivered according to this specification and must include inter alia operational tests under simulated conditions, functional tests, tests to prove the integrity of the safety and limit systems and inspections for final quality including paint and corrosion protection quality.
- After acceptance of the cold commissioning tests and inspection protocol by the Project Manager, The Contractor will fully test the equipment supplied by him in the presence of the Project Manager and Employer's representatives and according to the accepted protocol.

3.2.8.3. Taking over Works for Hot Commissioning

- After successful cold commissioning the completed Works will be taken over by the Employer for the purpose of hot commissioning and then becomes the Employer's responsibility in terms of any Health and Safety Regulations pertaining. The Contractor is required to remain in attendance.

3.2.8.4. Hot Commissioning

- After successful completion of cold commissioning, the fenders will be hot commissioned.

- The Employer gives the Contractor a minimum of 48 hours' notice of the date and time that hot commissioning can take place. The Contractor must, however, make provision for a maximum delay of 3 days to accommodate ship schedules. Any standing time delays exceeding 3 days will be paid for by the Employer at scheduled rates in accordance with the conditions of contract.
- Hot commissioning involves 100 hours of trouble-free operation. This fully operational test will be undertaken by the Employer with the Contractor in attendance.
- Any adjustment, repair, etc. necessary to achieve the required capacity and specified condition of the installation is to be done at the expense of the Contractor.
- If any of the systems fail to meet its design performance criteria, or breaks down during hot commissioning period, it is to be repaired or replaced at the discretion of the Project Manager, a further similar performance test will be carried out. Stoppages of less than 30 minutes during first twenty four hours of operations are acceptable to facilitate minor adjustments and repairs. Any other breakdown during the performance test will result in the test being abandoned. After the necessary repairs or modifications have been carried out, the performance test will be repeated in its entirety. Hot commissioning will not be considered complete until the system has operated for 100 continuous hours trouble-free(interruptions for operational reasons excepted).
- The fenders are to be able of sustaining the design capacity on a continuous basis under normal operating conditions. The decision as to the fender's ability to maintain such operational conditions will remain entirely with the Project Manager.
- The costs of any abortive tests are for the Contractor's account. The Contractor is also responsible for costs incurred by the Project Manager and the Employer resulting from these abortive test.

3.2.9. The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

- The Contractor is to submit a detailed start-up protocol as part of the commissioning protocol, two weeks prior to commissioning.

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

- As per Section 2.5 of C3.1 Employer's Works Information.

3.2.11. Take over procedures

- Take over is after successful commissioning and correction of defects.

3.2.12. The *Contractor* provides the following assistance to the *Employer*:

- As per Section 2.5 of C3.1 Employer's Works Information.

- 3.2.13. The *Contractor* ensures that the documentation as described under paragraph 2.4 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.2.14. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Unit Element (UE) 1200 x 1000 E.2.0 rubber fenders status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 3.2.15. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals at the earlier of take-over or Completion.
- 3.2.16. Where the *Contractor* has presented Maintenance and Operating Manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 3.2.17. Access given by the *Employer* for correction of Defects
- As and when may be required and as determined by the Project Manager at completion.
- 3.2.18. The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- The Contractor shall not have sole possession of the Works Area. The Contractor shall cooperate with the Employer's employees, Employers, Port visitors, any other contractor and common users in regard to occupation and access. (As and where applicable)
 - The Works will be performed in an operational environment. The Employers, Port visitors, any other contractor and common users will proceed with normal duties during the inspection and maintenance of fenders. The Employers, Port visitors, any other contractor and common users should timeously be notified so that there will be no disruptions to Port business. The Contractor shall liaise with the Project Manager in scheduling work and shall comply with all instructions.
 - The Contractor performs the work and cooperates with the Employer who operates on site during the entire duration of the contract.
 - The Contractor shall not commit or permit any act that may interfere with the performance of Port operations and shall carry out work in liaison with the Project Manager.
 - The success of the Works depends on the effective interaction and cooperation of all parties on site, and it will be necessary to discuss the Contractor's proposed activities and short term programme on a regular basis with the Project Manager to ensure effective cooperation and smooth interface between the activities Contractor's and others working and operating in this area.

3.2.19. Performance tests after Completion

- As per Section 2.5 of C3.1 Employer's Works Information and as per the 100 hour performance test that will be conducted as part of the hot commissioning as described in paragraph 3.2.8.4 of C3.1 Employer's Works Information.

3.2.20. The *Contractor* performs the following performance tests after Completion of the *works*:

- As per Section 2.5 of C3.1 Employer's Works Information and as per the 100 hour performance test that will be conducted as part of the hot commissioning as described in paragraph 3.2.8.4 of C3.1 Employer's Works Information.

4. Plant and Materials Standards and Workmanship

4.1. Investigation, Survey and Site Clearance

4.1.1. The *Contractor* carries out the following investigations at the Site:

- As built information, where available, will be provided by TNPA to the Contractor, but this information must not be relied upon to successfully complete the Works. The Contractor will conduct any necessary site investigations to obtain results capable of allowing successful completion.

4.2. Building works

4.2.1. Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply

4.2.2. In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the Works Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.2.3. In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

4.2.4. Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

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

Where the word or expression “Engineer” is used, read “*Project Manager*” or “*Supervisor*” as the context requires.

Where the Model Preambles for Trades 1999 mention “rates” for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

- 4.2.5. Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression “bills of quantities” is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

- 4.2.6. Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer’s Works Information* paragraph 3.1.6 states details of the *Contractor’s* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 4.2.7. Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer’s Works Information*.

- 4.2.8. Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer’s Works Information*.

- 4.2.9. The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer’s Works Information*.

4.3. Civil Engineering and Structural Works

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.8. SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

4.3.9. Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression “Plant” is used, read “Equipment”.

4.3.10. SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

4.3.11. SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

4.3.12. Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression “specification” is used, read “Works Information”.

4.3.13. SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.3.14. Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression “Engineer” is used, read “Supervisor”.

4.3.15. SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16. The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4. Electrical & Mechanical engineering works

4.4.1. Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

4.5. Process control and IT works

- As per the manufacture's specifications.

4.6. Other [as required]

- As per Section 2.5 of C3.1 Employer's Works Information.

5. List Of Drawings

5.1. Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
NH72V0001-001	ZZ	General Arrangement Container Berths
NH71V0016-001	01	Layout of Berths
NH72V0700-001	ZZ	Fittings Fendering (As-Built of old fenders to be removed)

SECTION 2

6. Management and start up

6.1. Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Tuesdays	Finance Boardroom, 1 st Floor, eMendi Admin Building, Port of Ngqura	Project Manager, Supervisor and Contractor.
Overall contract progress and feedback	Bi-weekly on Tuesdays	Finance Boardroom, 1 st Floor, eMendi Admin Building, Port of Ngqura	Employer, Contractor, Supervisor and Project Manager
SHE Meetings	Weekly on Tuesdays	Finance Boardroom, 1 st Floor, eMendi Admin Building, Port of Ngqura	CSSHEO, CM, Project Manager, SHEC, ProjEM>

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

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

6.2. Documentation Control

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).

The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

6.3. Safety risk management

6.3.1. The *Contractor* complies with the following SMP:

- All Health and Safety matters associated with the works will be dealt with in accordance with Occupational Health and Safety Act 85 of 1993, and
- The Transnet National Ports Authority Health and Safety requirements as per the attached example on returnable document T2.2-18.

6.3.2. The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

6.3.3. The *Contractor* performs the *works* having due regard to the HSSP.

6.3.4. The HSSP is:

- As indicated in 6.3.1

6.3.5. The *Contractor* in the performance of the *works* establishes an incentive programme for its employees with respect to SMP compliance.

6.3.6. The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas

6.3.7. The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required.

6.3.8. The *Contractor* participates in a HAZOP [please define and state details] at intervals upon the instruction and direction of the *Project Manager*.

6.3.9. The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the Project Manager.

6.3.10. The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP are contained within Annexure F – Contractor's Health and Safety Specification Guidelines.

6.3.11. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

- N/A

6.3.12. The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

6.3.13. The CM specific tasks (in the context of the SMP) are:

- As indicated in 6.3.1

6.3.14. The PSSM specific tasks are:

- As indicated in 6.3.1

6.3.15. The PSPM specific tasks are:

- As indicated in 6.3.1

6.4. Environmental constraints and management

6.4.1. The *Contractor* complies with the following:

- Construction Environmental Management Plan (CEMP)
- Ngura Operational Environment Plan (OEMP)

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material

- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

The method statements for Completion by the Contractor are contained within the Construction Environmental Management Plan (CEMP) and Ngura Operational Environment Plan (OEMP)

Where applicable and the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate has been issued by the SHEC and signed off by the *Project Manager*.

The Contractor complies with environmental inspections and audits as contained within Construction Environmental Commencement plan and Ngura Operational Environment Plan (OEMP)

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

6.4.2. The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.4.3. The *Contractor* complies with the following PES:

- N/A

6.4.4. The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the CEMP are contained within Annexure

- N/A

6.4.5. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in the paragraphs following.

6.4.6. The ProjEM is responsible for ensuring that the *Contractor* complies with the CEMP. The ProjEM acts on behalf of the *Project Manager*.

The ProjEM specific tasks are:

- N/A

The CM specific tasks (in the context of the CEMP) are:

- N/A

6.4.7. The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

6.5. Quality assurance requirements

6.5.1. The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

6.5.2. The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract
-

6.5.3. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.5.4. The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

6.5.5. The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works*

6.5.6. The Quality Policy means the *Contractor's* quality policy.

6.5.7. The Index of Procedures means the *Contractor's* Index of procedures.

6.6. Programming constraints

6.6.1. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as described under paragraph 2.5 of the Works Information, together with the associated environmental method statements.

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- 6.6.2. The *Contractor* complies with the *Employer's* programme when he submits his first programme.
- 6.6.3. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format.
- 6.6.4. The *Contractor* uses Primavera version 8.2 for his programme submissions or a similar programme software package equivalent to Primavera version 8.2 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.5. The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.6. The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].
- 6.6.7. The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
- 6.6.8. The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.9. The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.10. The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.6.11. The *Employer* (including the agents of the *Employer*) operates on Site from 08:00 to 16:30 from Mondays to Fridays.

6.6.12. Others such as Transnet Port Terminals (TPT) operate on site 24 hours a day from Monday to Sunday.

6.7. Contractor's management, supervision and key people

6.7.1. The Contractor employs a CSHEO as a key person under ECC clause 24.1

6.7.2. The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.

6.7.3. The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas.

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed

The CSHEO submits daily, weekly and monthly checklists to the SHEC.

6.7.4. The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

6.7.5. The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the Project Manager.

6.7.6. The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
- Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the *Works Information*];
- Represent the *Contractor* on the IRCC.

6.7.7. The *Contractor* employs an HSR as a *key person* under ECC Clause 24.1

6.7.8. The HSR tasks are:

- N/A

6.7.9. The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

6.8. Training workshops and technology transfer

6.8.1. The *Contractor* facilitates the following requirements for training workshops:

- It is therefore essential that the Contractor provides comprehensive training (both theoretical and practical) to Employer's staff members in the operation and maintenance of works.

6.8.2. The *Contractor* arranges for the following technology transfer to the *Employer*:

- N/A

6.9. Insurance provided by the Employer

6.9.1. Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10. Contract change management

6.10.1. No additional requirements apply to ECC Clause 60 series.

6.11. Provision of bonds and guarantees

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

6.11.2. The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12. Records of Defined Cost, payments & assessments of compensation events kept by Contractor

6.12.1. The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employee's location of work, and
- Records of Equipment used, and people employed outside the working areas.

6.13. The Contractor's Invoices

6.13.1. When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

6.13.2. The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

6.13.3. The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number TNPA/2022/08/0897/100065/RFP

The invoice contains the supporting detail

- The invoice shall be accompanied by statement of invoices (to be signed off and approved by TNPA Supervisor)
- The amount paid to date
- Settlement account
- Any other information required by the Project Manager to enable him/her to approve the invoice.

6.13.4. The invoice is presented either by post or by hand delivery.

6.13.5. Invoices submitted by post are addressed to:

Transnet SOC Ltd

T/A Transnet Port of Ngqura

PO BOX 612054, Bluewaterbay, Port Elizabeth, 6212, South Africa

For the attention of Project Manager and Finance Department

Kindly notify the Project Manager if you intend to use this method and when each invoice is posted to prevent delays to payments. It will be the Supplier's responsibility to ensure that all documents have been received by the Project Manager to enable him/her to process the invoice for payment. TNPA will not be held liable for delayed payments through post.

Invoices submitted by hand are presented to:

Transnet National Ports Authority

1st Floor, East Wing, eMendi Admin Building, Port of Ngqura

Neptune Road, Coega, Port Elizabeth, 6001

For the attention of Project Manager and Finance Department

The invoice is presented as an original.

6.14. People

6.14.1. Minimum requirements of people employed on the Site

- Direct employment of labour is preferred
- Wherever possible, general labour shall be recruited from the communities that are local to the Port of Ngqura.
- Recruitment of labour in and around the site is not permitted.

- Recruitment of personnel already employed within the Port of Ngqura is expressly prohibited.
- All personnel shall provide proof of competency appropriate to their appointment.
- All personnel shall undergo medical examination prior to undergoing site induction and be certified fit to work on the site, with particular reference to working on heights.

6.14.2. The *Contractor* complies with the following PIRPMP

6.14.2.1. CONTRACTOR LIABILITY

- 6.14.2.1.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 6.14.2.1.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 6.14.2.1.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 6.14.2.1.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 6.14.2.1.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

6.14.2.2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 6.14.2.2.1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 6.14.2.2.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 6.14.2.2.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
 - (a) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
 - (b) The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.

(c) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

(d) The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

6.14.2.2.4. The resolution to disputes or Industrial actions by the Contractor's employees is the sole responsibility of the Contractor.

6.14.2.2.5. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services, Transnet is entitled to restrict or deny access onto its premises, and unless otherwise authorized: such person will be deemed as trespassing.

6.14.3. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*

6.14.4. The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

i. The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

ii. The PIRM specific tasks are:

- To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP

6.15. Plant and Materials

16.15.1. Quality

- The Contractor shall ensure that all work done as part of the Works Information shall conform to all applicable manufacturer's recommendations, OH Act requirements and SANS standards & Specifications.
- The Contractor shall be responsible for routine and regular inspections and check on quality of the work being executed, and as per the approved Quality Management Plan for the project.

16.15.2. The Contractor provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the Project Manager.

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- 16.15.3. Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 16.15.4. The Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the Project Manager and the Supervisor on each occasion where replacement is required.
- 16.15.5. Plant & Materials provided "free issue" by the Employer
- None.
- 16.15.6. The Employer provides the following Plant and Materials for the Contractor to use in the works:
- None.
- 16.15.7. The Plant and Materials provided by the Employer are solely at the risk of the Contractor for inclusion in the works. The Contractor takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the Works Information.
- 16.15.8. The Contractor takes receipt of the Plant and Materials from the Employer in accordance with the following procedure:
- None
- 16.15.9. The Contractor provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the Employer.
- 16.15.10. Contractor's procurement of Plant and Materials
- The Contractor shall keep regular records of their Equipment used on site and the Working areas (distinguishing between owned and hired equipment) with access to such records available for inspection by the Project Manager at all reasonable times.
 - All Plant and Equipment used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist / register shall be implemented which lists the operator's qualifications and medical records.
 - The Contractor complies with the following:
The Contractor shall supply all necessary material, tools, labour, plant, PPE, demarcating signage, as per the latest maintenance regulation and transport required for proper completion of the works.
The Contractor shall submit a comprehensive list of Plant and Equipment intended for use on this contract.
The use of all such Plant and Equipment shall be subject to approval by the Project Manager, through such approval shall not relieve the Contractor of any of their responsibilities under the contract.

16.15.11. The Contractor performs the following with respect to Plant and Materials procured for the works:

- As per Section 2.5 of C3.1 Employer's Works Information

16.15.12. Spares and consumables

- As per Section 2.5 of C3.1 Employer's Works Information

16.15.13. The Contractor provides the following spares and consumables to the Employer:

6.16. Tests and inspections before delivery

- As per Section 2.5 of C3.1 Employer's Works Information

6.17. Marking Plant and Materials outside the Working Areas

6.17.1. The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and contract number.

- Plant and Equipment outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The Contractor provides designated areas sealed off from the rest of the manufacturers production run in which to store Plant and Material that is complete and is waiting delivery to site.
- The Contractor delivers digital photographs to the Supervisor as proof of marking and storage in designated areas.

6.18. Contractor's Equipment (including temporary works).

6.18.1. The *Contractor* provides the *Project Manager* with a list of all Equipment (or similar) necessary to execute the works in a safe and efficient manner.

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

6.18.2. The Equipment category [state relevant details] is subject to the following acceptance tests and inspections [state relevant details] by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas:

- The Contractor shall notify the PSSM 24 hours in advance prior to bringing new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.
- The Contractor shall inspect the Equipment on a daily basis prior to use in accordance with statutory regulations and legislation.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/08/0897/10065/RFP

Description of the Works: Supply, Deliver and Installation of Fenders for the Port of Ngqura Container Terminal – Phase 2

- The Contractor shall ensure that all Equipment complies with statutory requirements (Construction Regulations / Occupational Health and Safety Act) and with the Health and Safety standards.

6.19. Preparation of post Completion contracts

6.19.1. The *Contractor* provides the following assistance to the *Employer* post Completion:

- As per Section 2.5 of C3.1 Employer's Works Information

PART C4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Note:

The Contractor is cautioned that the information contained in the Site Information section (Part C4) is limited and is by no means to be taken as conclusive. It is merely to give the Contractor an indication of the site and typical conditions that can be expected in the area. The Contractor is to take note of the source and location of information used in the Site Information Section (Part C4) and makes their own conclusions as to what conditions can be expected in and around the site.

Description of the Site and its surroundings

General description

The Port of Ngqura is located 25km outside of Port Elizabeth in the Easter Cape and consist of a container terminal with 4 berths, a dry bulk terminal with 2 berths and a liquid terminal with 1 berth. The N2 bypasses the port to the north.

The Port is bounded by the Coega Special Economic Zone with one main access road into the Port leading to various buildings, owned and operated by TNPA or terminal operators.

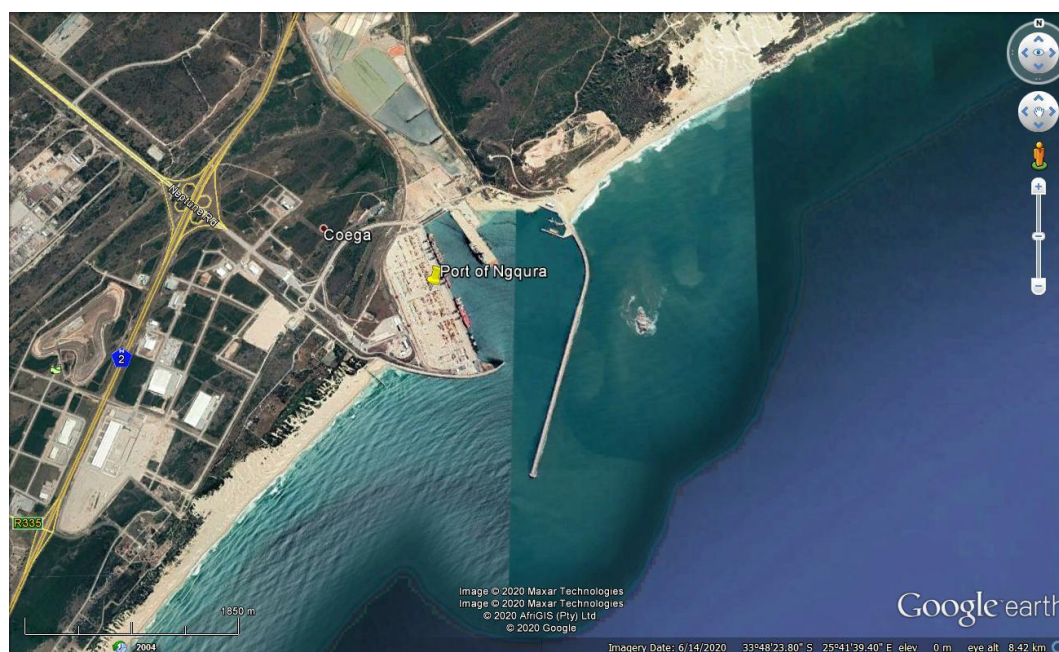


Figure 1: Port of Ngqura Location

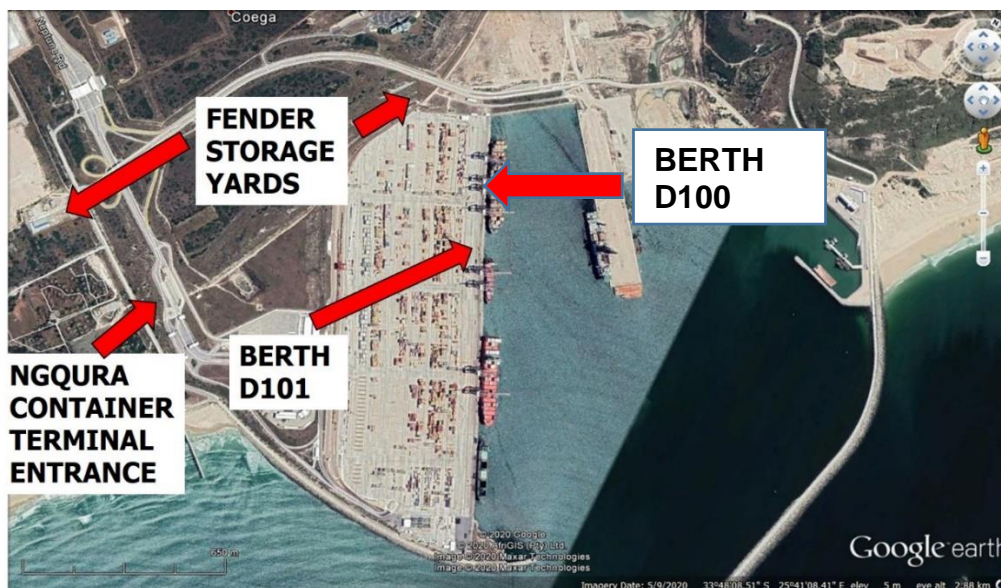


Figure 2: Location of Berth and Storage Yards

The deep-water port is able to serve super-post Panamax cellular container ships of up to 12 500 TEU's. The Port can accommodate general cargo and bulk carrier vessels of up to 100 000 deadweight tons and with a draft of 15.5m (weather permitting).

All berths are fitted with fenders to protect the quay wall structure and vessels from damage during berthing operations and whilst alongside the berth.

Some fenders at berth D101 need to be replaced. The strategy is to replace and standardise 10 of these fenders with fenders of similar properties to the existing fenders at berths D102 and D103 (See Annexure C for berth layouts). A total of 15 new UE 1200 x 1000 E.2.0 rubber fenders are requested with 10 fenders being installed at berth D101. The remaining 5 fenders will be kept as spares at the storage yards.

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the *Works*, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the contractor.

Access to the site can be gained via the N2, onto Neptune Road, past the Port Entrance Plaza, straight into the Ngqura Container Terminal.

Existing buildings, structures, and plant & machinery on the Site

As built drawings are attached to Annexure C. Any further detailed drawings will be provided to the winning bidder (if applicable).

The project site for this project is located at:

- Installation of fenders at Berth D101 (33° 48' 04" S, 25° 41' 04" E)
- Installation of fenders at Berth D100 (33° 47' 56" S, 25° 40' 57" E)
- Storage of fenders at Storage Yards
 - 33° 48' 20" S, 25° 40' 09" E and/or

- 33° 47' 50" S, 25° 40' 48" E

Subsoil information

N/A

Hidden services

No excavations to be done on site. Should excavations be required, services drawings will be provided and the contractor should ensure that they do not damage any nearby services.

Other reports and publicly available information

Weather Conditions

General weather and metocean conditions for the Port can be found at the following web link:

<https://www.transnetnationalportsauthority.net/Infrastructure%20and%20Port%20Planning/Pages/default.aspx>