

TRANSNET



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REQUEST FOR PROPOSAL

[RFP NUMBER: iCLM DB 588/TPT]

FOR THE STRUCTURAL REPAIRS, CORROSION REMOVAL AND PAINTING OF FOUR (4) LIEBHERR SHIP-TO-SHORE CRANES FOR TRANSNET SOC LIMITED (REG NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER TO AS "TPT") AT DURBAN CONTAINER TERMINALS PORT OF DURBAN FOR A PERIOD: ONCE OFF PROJECT

Transnet Port Terminals, a division of Transnet (SOC) Ltd invites all interested parties to respond to the above mentioned RFP. Transnet Port Terminals, a division of Transnet (SOC) Ltd invites all interested parties to respond to the above mentioned RFP. The RFP documents may be accessed from **17 January 2022** on the e-tender Publication Portal via the following link www.etenders.gov.za and www.transnet.net.

For enquiries regarding the RFP, please contact Mandla Gumede on 031 361 6473 or mandlakayise.gumede@transnet.net

Please note: These documents will be available free on www.etenders.gov.za.

FORMAL BRIEFING

A compulsory RFP briefing will be conducted at Transnet Port Terminals DCT Pier 2 Auditorium, Employees Car Parking, Fourth Floor (next to the Canteen), Langeberg Road, Bayhead, Durban, on the **26 January 2022** at **10:00 am** for a period of ± 2 hours

This RFP shall close punctually at **10:00 AM on Tuesday, 15 February 2022** in the tender box located at **The Secretariat, Transnet Port Terminals, North Tower Building, Stalwart Simelane Street, Durban; 4001**. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

Telephone, e-mail, facsimile and late bids will not be considered. Bids may only be submitted on the bid documentation that is issued.

Pre-qualification is set out hereunder and interested parties to ensure their compliance before responding to this RFP.

Pre-qualification criteria for Preferential Procurement:

Only respondents falling in the following category may respond:

- Entities with minimum B-BBEE status level **1 to 4**
- Local Content:
 - Steel Value – added Products **100%**

NB: Respondents who wish to submit their bids are required to submit their full contact details to the following email address: Mandlakayise.Gumede@transnet.net. Please note the Respondents' contact will be used by TPT to communicate with the Respondents should there be a need. Respondents' full contact details must reach TPT on or before: **27 January 2022**.

All Suppliers who wish to do business with Transnet must be registered in the Central Supplier Database (CSD) which can be accessed online via www.csd.gov.za



freight rail engineering pipelines port terminals national ports authority



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www.transnet.net

TRANSNET PORT TERMINALS

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE STRUCTURAL REPAIRS, CORROSION REMOVAL AND PAINTING OF FOUR (4) LIEBHERR SHIP-TO-SHORE CRANES FOR TRANSNET SOC LIMITED TRADING AS ("TPT") AT THE DURBAN CONTAINER TERMINALS FOR AS A ONCE-OFF PROJECT SUPPLY.

RFP NUMBER	: iCLM DB 588/TPT
ISSUE DATE	: 17 JANUARY 2022
COMPULSORY BRIEFING	: 26 JANUARY 2022 AT 10H00 AM
CLOSING DATE	: 15 FEBRUARY 2022
CLOSING TIME	: 10h00 AM
TENDER VALIDITY PERIOD	: 180 days from closing date

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:

- RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 1 TO 4;**
- LOCAL CONTENT:**
 - o STEEL VALUE – ADDED PRODUCTS 100%**

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Part C2: Pricing Data

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C2.2	Bill of Quantities

Part C3: Scope of Work

C3.1	Works Information
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Part C4: Site Information

C4.1	Site Information
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RFP Annexures:

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Transnet Port Terminals

Tender Number: iCLM DB 588/TPT

Description of Works: Structural Repairs, Corrosion Removal and Painting of Four (4) Liebherr Ship-To-Shore Cranes for Transnet SOC Limited trading as ('TPT') at the Durban Container Terminals as a Once-Off Project Supply.

ANNEXURE C Local Content Declaration: Summary Schedule

ANNEXURE D Imported Content Declaration: Supporting Schedule to Annexure C

ANNEXURE E Local Content Declaration: Supporting Schedule to Annexure C

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Tender Number: iCLM DB 588/TPT Description of Works: Structural Repairs, Corrosion Removal and Painting of Four (4) Liebherr Ship-To-Shore Cranes for Transnet SOC Limited trading as ("TPT") at the Durban Container Terminals as a Once-Off Project Supply.
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
TENDER DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here. To download RFP and Annexures, • Scroll towards the bottom right hand side of the page, On the blue window click on 'Transnet SOC Ltd' or Select Operating Division.

COMMUNICATION	Once Bidders download the RFP off the Portal, they are required to send their contact details to the following e-mail address: mandlakayise.gumede@transnet.net This is to ensure that any required communication in relation to this RFP reaches those intending to respond. Furthermore, any addenda to the RFP or clarifications will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
ISSUE DEADLINE	DATE
	Bidders are to note that the RFP documents will be available for download from 17th January 2022 until 15th February 2022 .
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at DCT Pier 2 Auditorium, Employees Car Parking, Fourth Floor (next to the Canteen), Langeberg Road, Bayhead, Durban on the 26th January 2022 at 10h00 am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. at The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00 am on 15th February 2021 Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.
BID OPENING	A public opening will not be held for this bid; however, Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.



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VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
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2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Divisional Acquisition Council

RFP No: ICLM DB 588/TPT

Description: Structural Repairs, Corrosion Removal and Painting of Four (4) Liebherr Ship-To-Shore Cranes for Transnet SOC Limited trading as ("TPT") at the Durban Container Terminals as a Once-Off Project Supply.

Closing date and time: 15 FEBRUARY 2021 at 10:00 AM

Closing address: DIVISIONAL ACQUISITION COUNCIL
TRANSNET PORT TERMINALS NORTH TOWER BUILDING
KINGSMEAD OFFICE PARK
STALWART SIMELANE STREET
DURBAN
4001

All submissions must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the sealed submission must be deposited in the tender box which is located at the address of the Transnet tender box location: Transnet Port Terminals, North Tower Building, Kingsmead Office Park, Stalwart Simelane Street, Durban, 4001

and must be addressed as follows:

THE SECRETARIAT, DIVISIONAL ACQUISITION COUNCIL
TRANSNET PORT TERMINALS
NORTH TOWER BUILDING
KINGSMEAD OFFICE PARK
STALWART SIMELANE STREET
DURBAN
4001



The measurements of the "tender slot" are **400mm wide x 100mm high**, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e., more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above. Transnet will not be held responsible if bid documents do not comply with the mentioned dimensions and Respondent's experience difficulty in submitting their bids as a result.

3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Port Terminals Divisional Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT, DIVISIONAL ACQUISITION COUNCIL
TRANSNET PORT TERMINALS
NORTH TOWER BUILDING
KINGSMEAD OFFICE PARK
STALWART SIMELANE STREET
DURBAN
4001

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

4. CONFIDENTIALITY

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



5. DISCLAIMERS

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

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 5.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 5.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 5.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 5.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers



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are required to indicate in tender returnable [T2.2-19 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data C2.1 Pricing instructions C2.2 Price Schedule Part C3: Works Information C3.1 Works Information Part C 4: Site Information C4.1 Site Information RFP Annexures Annexure A: Scope of Work Annexure B: Liebherr Crane Drawings Annexure C: Local Content Declaration: Summary Schedule Annexure D: Imported Content Declaration: Supporting Schedule to Annexure C Annexure E: Local Content Declaration: Supporting Schedule to Annexure C

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C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Mandlakayise Gumede
	Address:	DCT Pier 2, Langeberg Road, Bayhead, Durban
	Tel No.	031 361 6473
	E – mail	mandlakayise.gumede@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor of **1 to 4**

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

"Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

100% for Steel Value – Added Products for Structural Repair works.

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on

the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-01 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website.

[http://www.the.dti.gov.za/industrial development/ip.jsp](http://www.the.dti.gov.za/industrial%20development/ip.jsp)

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender. Tenderers must properly complete, duly sign and submit returnable schedule T2.2-03

4. Stage Four - Functionality

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70% points**.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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- C.2.12 No alternative tender offers will be considered.
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C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, one (2) copy** and **a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification

C2.15.1 details that are to be shown on each tender offer package are:

Location of tender box TRANSNET PORT TERMINALS

Physical address: DIVISIONAL ACQUISITION COUNCIL
TRANSNET PORT TERMINALS NORTH TOWER BUILDING
KINGSMEAD OFFICE PARK
STALWART SIMELANE STREET
DURBAN
4001

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of: The
Secretariat, Divisional Acquisition Council

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

C.2.15 The closing time for submission of tender offers is:

Time: 10:00 am on the 15 February 2022

Location: TRANSNET DIVISIONAL ACQUISITION COUNCIL
TRANSNET PORT TERMINALS NORTH TOWER BUILDING
KINGSMEAD OFFICE PARK
STALWART SIMELANE STREET
DURBAN
4001

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 Days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval

processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status returnable.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender.

3. Proof of registration on the Central Supplier Database;

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

C3.11 The minimum number of evaluation points for functionality is: **70 Points**

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

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



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Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub-criteria and Scoring principle	Maximum Points	RFP List of Returnable References
TECHNICAL & OPERATIONAL			
Project Method Statement indicating understanding Scope of Work.	➤ Tenderer has submitted method statements that indicates tenderer understands the works associated with corrosion protection, welding and NDT scores 10 points ➤ Tenderer has submitted a method statement/s that indicates tenderer understands the works associated with at least two of these items' scores 5 points ➤ Tenderer has submitted a method statement/s that indicates tenderer understands the works associated with at least one of these items scores 3 points ➤ Tenderer has not submitted a method statement / shows no understanding scores 0 points	10	<i>Returnable Schedule T2.2-04 [Project Method Statement]</i>



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Quality Management System - ISO 9001 Accreditation	➤ If ISO 9001 quality accreditation scores 5 points ➤ If none provided scores 0 points	5	<i>Returnable Schedule T2.2-05 [Quality Management System]</i>
Quality Control Plan – Provide Comprehensive Quality Control Plan covering Corrosion Protection, Painting, Welding and NDTs work requirements	➤ Generic Comprehensive Quality Control Plan provided covering Corrosion Protection, Painting Welding and NDTs work requirements scores 5 points ➤ Generic Comprehensive Quality Control Plan provided that covers two of the Quality Control Plan work requirements scores 3 points ➤ Generic Comprehensive Quality Control Plan provided that covering only one of Quality Control Plan work requirements scores 1 point ➤ No Generic Comprehensive Quality Control Plan provided scores 0 points	5	<i>Returnable Schedule T2.2-06 [Quality Control Plan]</i>
Warranty and Guarantee offered for corrosion protection carried out as part of this project [Duration in years]	➤ For a guarantee more than (>) or equal (=) 3 years scores 10 points. ➤ For a guarantee more than (>) or equal (=) 2 years but more	10	<i>Returnable Schedule T2.2-07 [Warranty & Guarantee]</i>



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	than (<) 3 years scores 7 points ➤ For a guarantee more than (>) or equal (=) 1 year but less than (<) 2 years scores 4 points ➤ For a guarantee less than (<) 1-year scores 0 points.		
COMPREHENSIVE PROJECT DELIVERY LEAD TIME PLAN			
Comprehensive Project Delivery Lead Time Plan: 1. Lead-time plan in calendar days: From the date of receiving the signed Letter of Award to start accessing the first crane [Lead-time from Letter of Award to starting work on site]. 10 Points 2. Lead-time plan in calendar days: From accessing cranes to work completion, [Lead time for completion of each crane, in days (including weekends and public holidays)]. 30 Points	Lead time from Letter of Award to starting work on site: ➤ Tenderer is able to start work on first crane within 31 calendar days of Letter of Award scores 10 points ➤ More than (>) 31 calendar days and less than (<) or equal (=) 35 calendar days scores 8 points ➤ More than (>) 35 calendar days and Less than (<) or equal = 40 calendar days scores 6 points ➤ More than (>) 40 calendar days and less than (<) or equal (=) 45 calendar days scores 4 points ➤ More than (>) 45 calendar days and less than (<) or equal (=) 61 calendar days scores 2 points ➤ More than (>) 61 calendar days scores 0 points Lead time for completion of each crane, in days (including weekends and public holidays): ➤ More than (<) or equal (=) 31 calendar	40	Returnable Schedule T2.2-08 [Project Delivery Schedule Lead Time]



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	days scores 30 points ➤ Equal to (=) 31 calendar days and less than (<) or equal (=) 35 calendar days scores 27 points ➤ Equal to (=) 35 calendar days and less than (<) or equal (=) 40 calendar days scores 24 points ➤ Equal to (=) 40 calendar days and less than (<) or equal (=) 45 calendar days scores 21 points ➤ Equal to 45 calendar days and less than (<) or equal (=) 50 calendar days scores 16 points ➤ Equal to (=) 50 calendar days and less than (<) or equal (=) 55 calendar days scores 10 points ➤ Equal to (=) 55 calendar days and less than (<) or equal (=) 61 calendar days scores 4 points ➤ Less than > 61 calendar days scores 0 points		
Track Record: List the number of Corrosion protection projects completed with traceable references	<i>Number of similar projects/works done in the last 3 years (Structural repairs) conducted by tenderer or their partner / subcontractor, in the last 5 years on port specific equipment or crane structures. Traceable references to be provided:</i> ➤ More than (>) or equal (=) to 5	30	<i>Returnable Schedule T2.2-09</i> <i>[Track Record]</i>

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	projects scores 30 points ➤ Equal (=) to 4 projects scores 25 points ➤ Equal (=) to 3 projects scores 20 points ➤ Equal (=) to 2 projects scores 15 points ➤ Equal (=) 1 project scores 10 points ➤ No (0) projects scores 0 points		
Maximum possible score for Functionality			100
Minimum qualifying score points required to advance to next evaluation phase			70

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

- T2.2-04 Project Method Statement
- T2.2-05 Quality Control Accreditation
- T2.2-06 Quality Management Systems
- T2.2-07 Warrantees and Guarantees
- T2.2-08 Comprehensive Project Delivery Lead Time
- T2.2-09 Track Record

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preference.**

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

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

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

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- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



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T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

- T2.2-01 **Stage One: Eligibility Criteria** with regards to attendance at the Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per PPPFA: Eligibility Criteria Schedule** - A tenderer having a stipulated minimum **B-BBEE status level of contributor of 1 to 4**
- T2.2-03 **Stage Three as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2 and Annexures C, D & E): **Local Content - Steel Value – Added Products 100%**

2.1.2 Stage Four: Technical Returnable Schedules will be utilised for evaluation purposes:

- T2.2-04 Project Method Statement
- T2.2-05 Quality Management Systems
- T2.2-06 Quality Control Plan
- T2.2-07 Warrantées and Guarantees
- T2.2-08 Comprehensive Project Delivery Lead Time
- T2.2-09 Track Record

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Tax Clearance Certificate
- T2.2-14 Risk Elements
- T2.2-15 Availability of equipment and other resources
- T2.2-16 Site Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact



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T2.2-22 Supplier Code of Conduct

T2.2-23 Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-24 Form of Intent to provide a Performance Guarantee/Bond

2.1.5 Transnet Supplier Declaration Form:

T2.2-25 Transnet Supplier Declaration Form

2.1.6 Transnet Covid 19 Disaster Management Regulations:

T2.2-26 Transnet Request for Site Inspection

2.2 C1.1 Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

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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:

Structural Repairs, Corrosion Removal and Painting of Four (4) Liebherr Ship-To-Shore Cranes for Transnet SOC Limited trading as ("TPT") at the Durban Container Terminals for a period: once-off project supply.

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.
---------------	---

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

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	Works Information
Part C4	Site Information
RFP	Annexures

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

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C1.2 Contract Data

Part one - Data provided by the *Employer*

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	
		X5: Sectional Completion
		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)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

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	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals Kingsmead Office Park Stalwart Simelane Street Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	.....
	Address	.....
	Tel	.....
	e-mail	.....
10.1	The <i>Supervisor</i> is: (Name)	.....
	Address	.....
	Tel No.	.....
	e-mail	.....
11.2(13)	The <i>works</i> are	Structural Repairs, Corrosion Removal and Painting of Four (4) Liebherr Ship-To-Shore Cranes for Transnet SOC Limited trading as ("TPT") at the Durban Container Terminals for a period: once-off project supply
11.2(14)	The following matters will be included in the Risk Register	
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.

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13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>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		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	
		2	
		3	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	.....	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	5 days	
5	Payment		
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.	

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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 number of days with the wind velocity exceeding 140km/hr
	The place where weather is to be recorded (on the Site) is:	DCT Pier 2, Langeberg Road, Bayhead
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	DCT Pier 2, Langeberg Road, Bayhead
	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	

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80.1	These are additional <i>Employer's</i> risks	
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
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 R10 000 000. 5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <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>.
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	

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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: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) 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	Durban, Kwazulu-Natal, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	Description	<i>Completion date</i>
		1		
		2		
		3		
X7	Delay damages			

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X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to 0.01% per day of the total contract value
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	10% 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 (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
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 <i>works</i>
Z	<i>Additional conditions of contract are:</i>	

Z2 Local Production and Content Obligations

- Z2.1** In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: Steel Value – added Products 100%.
- Z2.2** The *Contractor* is required to note that the *Employer*, 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.
- Z2.3** The *Contractor* 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.
- The *Contractor* shall report to the *Employer* 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.
- Z2.4** The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

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Z2.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.
Z4	Additional clause relating to Performance Bonds and/or Guarantees
Z4.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.

Z5 Additional clauses relating to Joint Venture

Z5.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

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

• Financial requirements for the Joint Venture:

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

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

Z5.2

Insert additional core clause 27.6

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

Z6 Additional obligations in respect of Termination

Z6.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

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Z6.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z6.3		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		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: 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	
Z8.1		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	
Z9.1		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	Anti-Corruption Warranty	
	Z10.1	CONTRACTOR hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
	Z10.2	In the event that CONTRACTOR has committed a any Corrupt Act or is found by any competent court or judicial body to have committed any Corrupt Act in relation to this Contract or in relation to another contract that has a material impact on this Contract, or in the event that: i. Improper payments are being or have been made or offered to Transnet officials or any other person by CONTRACTOR or those acting on behalf of CONTRACTOR with respect to the Services; or ii. CONTRACTOR or those acting on behalf of CONTRACTOR has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity;

then:

(a) In addition to the remedies available in law to Transnet, Transnet reserves the right to instruct CONTRACTOR to (i) dismiss the employee(s) involved, and/or (ii) to terminate its contracts with the relevant supplier/sub-Contractor, as the case may be, and should CONTRACTOR fail to do so, or if the breach is incapable of being remedied, Transnet may terminate the Contract; and

(b) Transnet will be entitled to recover the direct damages suffered by Transnet as a result of the termination of the Contract and no further payments will be made to CONTRACTOR, save for those sums which have already been committed. CONTRACTOR shall deliver to Transnet all works already completed in terms of the contract which Transnet has paid for.

Z11 Indemnity

Z11.1 CONTRACTOR (the "Indemnifying Party") shall be liable for and shall indemnify, defend and hold Transnet (the "Indemnified Party") harmless to the maximum extent provided in law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from any investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator, any other third party or governmental enforcement agency as a result of any breach of the warranty provided, any acts or omissions by the Indemnifying Party or its Affiliates, sub-Contractors or agents in violation of, or alleged to be in violation of, any Anti-Bribery/Corruption Laws.

Z11.2 The indemnity contained in this clause shall survive the termination of the Agreement.

Z11.3 Transnet may request that the Contractor provide a certification to the effect that neither it nor any of its affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under the Contract have engaged in any transaction or activity in violation of the South African Anti-Corruption Laws or any International Anti-Corruption treaties. Upon request a party shall deliver such certification within 7 (seven) business days.

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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:	

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		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	
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

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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/Bond

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

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

Option X13: Performance bond

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

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

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

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

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

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

Transnet SOC Ltd
C/o Transnet Port Terminals
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. iCLM DB 588/TPT.

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Transnet Port Terminals

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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	3
	Additional Information for pricing	5
	Project Time Constrains	1

C2.1 Pricing instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms 11
11.2

- (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
 - a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 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. However, for the purpose of this bill, the prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all Preliminaries and General.

2. Measurement and payment

2.1. Symbols

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

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

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, preliminaries and general, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

N/A

2.4. Amplification of or assumptions about measurement items

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

Find additional information issued as annexure to this document.



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C2.2 Bill of Quantities

Mandatory Returnable

Scope Ref	Description / Specification	UNIT	Quantity per crane	Unit Rate per crane	Total cost per crane	Total Cost for all 4 cranes
2.1	STRUCTURAL MAINTENANCE, CORROSION REMOVAL AND PAINTING FOR FOUR STS CRANES AT DCT PIER 2					
2.1.1a	Corroded cross bracing joints (entire node) along bottom of boom and bridge girder to be NDT tested for cracks after cleaning to bare metal. (This includes all welds at the joint / node.)	Per joint / node	60			
2.1.1b	Corroded cross bracing joints (entire node) along top of boom and bridge girder to be NDT tested for cracks after cleaning to bare metal. (This includes all welds at the joint / node.)	Per joint / node	50			
2.1.2a	Repair of all cracks / defective welds found along bottom of boom and bridge girder. Repairs to be carried out by suitably coded welder, according to procedure to be provided by the Contractor.	75mm long weld repair	10			
2.1.2b	Repair of all cracks / defective welds found along top of boom and bridge girder. Repairs to be carried out by suitably coded welder, according to procedure to be provided by the Contractor.	75mm long weld repair	15			
2.1.2c	Repair of all cracks / defective welds found along the A frame. Repairs to be carried out by suitably coded welder, according to procedure to be provided by the Contractor.	75mm long weld repair	8			
2.1.2.d	Repair of all cracks / defective welds found along the bottom gantry section of the crane, including the cable reel area. Repairs to be carried out by suitably coded welder, according to procedure to be provided by the Contractor.	75mm long weld repair	13			

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2.1.4	Conducting thickness test on entire node where corrosion has been removed. (As for 2.1.1 a & b)	Per joint / node	105			
2.1.4b	Replace gussets along bottom of boom and bridge girder, if deemed necessary as per 2.1.4 of the scope of work. (Note: Rate is per gusset, and not for all four gusset per joint.)	Per gusset.	40			
2.1.5a	Corrosion protection, including cleaning to bare metal as per 2.1.6 of SOW, to joints / nodes along bottom of boom and bridge girder.	1,5 m ² per joint	60			
2.1.5b	Corrosion protection, including cleaning to bare metal as per 2.1.6 of SOW, to corroded joints / nodes along top of boom and bridge girder.	1,5 m ² per joint	60			
2.1.5c	Corrosion protection, including cleaning to bare metal as per 2.1.6 of SOW, to all corroded areas on fore and back stays.	m ²	30			
2.1.5d	Corrosion protection, including cleaning to bare metal as per 2.1.6 of SOW, to all corroded areas on back stays.	m ²	45			
2.1.5e	Corrosion protection, including cleaning to bare metal as per 2.1.6 of SOW, to miscellaneous areas along the boom, bridge girder, energy chain support structure, transversal girders and mounting areas for boom, girder and machine house.	m ²	110			
2.1.16	Replacement of corroded hand railing, including cutting out old hand rail, welding in new handrail, and corrosion protection.					
	2.1.16a – 50 x 4 mm angle iron stanchion	m	15			
	2.1.16b – dia 32mm NB tube	m	30			
	2.1.16c – dia 19mm round bar	m	30			
	2.1.16d - per 90 degree bend	each	24			
	2.1.16e - per closure	each	15			
2.1.17	Replace M12 x 40 mm long galvanized grade 4.8 galvanised bolts, complete with nuts and washers	Per set	42			
	TOTAL CARIED FORWARD TO FORM OF OFFER					

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	RATES APPLICABLE TO RE-MEASURE					
R1	NDT testing for cracks after cleaning to bare metal.					
	i) Working from rope access	Per weld				
	ii) Working from platform	Per weld				
	iii) Working from scaffold	Per weld				
R2	Repair of all cracks / defective welds found along boom and bridge girder. Repairs to be carried out by suitably coded welder, according to procedure to be provided by the Contractor.	Per 75 mm long weld repair				
R3	Conducting thickness test on steel sections where corrosion has been removed.	Per section				
R4	Replace gussets along bottom of boom and bridge girder, if deemed necessary as per 2.1.4 of the scope of work. (Note: Rate is per gusset, and not for all four gusset per joint.)	Per gusset				
R5	Corrosion protection, including cleaning to bare metal as per 2.1.6 of SOW, to all corroded areas.					
	i) Working from rope access	m ²				
	ii) Working from platform	m ²				
	iii) Working from scaffold	m ²				
R6	Replacement of corroded hand railing, including cutting out old hand rail, welding in new handrail, and corrosion protection.					
	i) 50 x 4 mm angle iron stanchion	m				
	ii) 32mm NB tube – hand rail	m				
	iii) dia 19mm round bar - knee	m				
	iv) 90 degree bend (32mm NB)	each				
	v) closure (32mm NB)	each				
R7	Replace M12 x 40 mm long galvanized grade 4.8 bolts, complete with nuts and washers.	Per set (bolt nut and washers)				

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TOTAL COST (EXCLUDING VAT)	R
VAT @ 15% (IF APPLICABLE)	R
TOTAL COST (INCLUDING VAT WHERE APPLICABLE)	R

NB: Bidders are required to price every line items, failure to do so will result in disqualification.

Signed _____ Date _____

Name _____ Position _____

Contractor (Company) _____

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PART C3: WORKS INFORMATION

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	.....
C3.2	<i>Contractor's Works</i>	
	Total number of pages	20

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 DESCRIPTION OF THE *WORKS*

1.1 Executive overview

The *works* that the contractor is to perform involves corrosion protection of the ship-to-shore container cranes 520, 521, 522 and 523 at the Durban Container Terminal (DCT), Pier 2.

The ship-to-shore cranes at the Durban Container Terminal provide the vital link between a container vessel and the terminal (moving the box onto or off the vessel). The reliable and efficient operation of these cranes is therefore integral to the terminals' operations. Cranes 520, 521, 522 and 523 on the South Quay have been in operation for over 15 years and the effects of structural damages have become evident. TPT inspection of the cranes identified the need for corrosion treatment on stress points, handrails and walkways. Corrosion treatment will ensure the continued safe operation of the cranes up to the expected useful life of twenty-five (25) years.

Cranes 520, 521, 522 and 523 are identical and each has a Safe Work Load (SWL) of 40T- Single Lift (SL) / 60T Twin lift (TL). The OEM Serial Numbers are IR1610, 1611, 1612 and IR1711 respectively.

The *Contractor* provides resources (Skills, Materials, Tools and Labour) as required to reinstate the machines to a refurbished condition.

Cranes' Image and corrosion issues to be addressed by the Contractor



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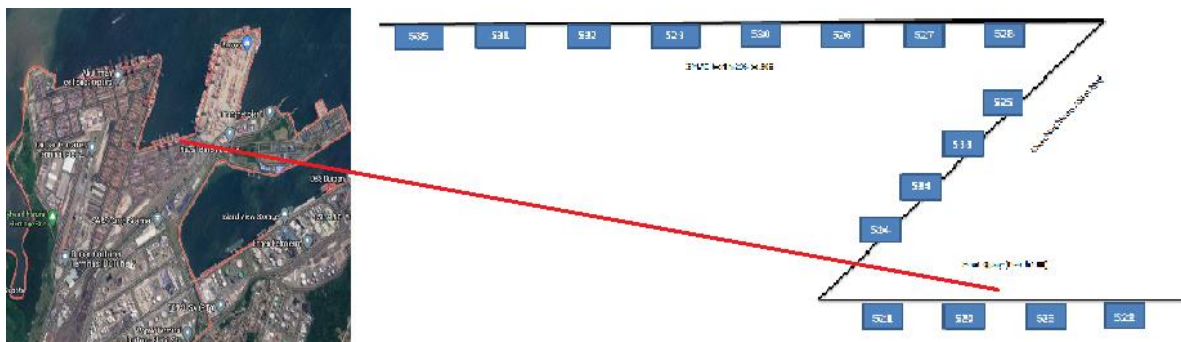
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1.2 Location of Works

- All works are located at the Durban Container Terminal (DCT) Pier2, Transnet Port of Durban.
- Access to the *Works* will be via existing public road networks, the main access point situated along Bayhead Road.
- Access will be subject to the Employer's security and SHEQ requirements and regulations. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Bayhead Road.
- Position of cranes 520, 521, 522 and 523 is shown on the below layout.

DCT Berth Shape & Positions of Cranes 520, 521, 522 and 523



1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
CM	Construction Manager
Competent Person	As defined in the OHS Act, 1993: Construction Regulation 2014
Construction	As defined in the OHS Act, 1993: Construction Regulation 2014
DCT	Durban Container Terminal
DWG	Drawings
Engineer	This shall mean a competent person in the discipline as defined by the Engineering Council of South Africa, Act 2000.
Economic refurbishment	Cost of employing resources to service / restore components or system not exceeding 40% of replacement cost.
HSE	Health, Safety and Environment
NDT	Non Destructive Testing
Machines	Shall mean Cranes 524 and 525
OEM	Original Equipment Manufacturer

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PES	Project Environmental Specifications
QA	Quality Assurance
Refurbishment	Servicing or restoring components to original reliable state
SANS	South African National Standards
SMP	Safety Management Plan
TNPA	Transnet National Port Authority
TPT	Transnet Port Terminal
System	Regularly interacting or interdependent group of items forming a unified whole or a complex whole, and in context of the scope includes, structures, mechanics, electronics, contactors, switches, encoders, solenoids, sensors, signals, safety interlocks, and etc.

2 EMPLOYER'S OBJECTIVES

The Employer's objectives for this works is to ensure that the structural integrity of the cranes remain intact.

The works the Contractor is to perform is expanded in the next sub heading and needs to be planned, integrated and executed as a whole, employing quality system in the processes. The Contractor submits with the proposal his/her ISO 9001 Certification together with the quality management plan.

For pricing, the costing schedule is annexed to this document. The Works presented is applicable to all four (4) cranes unless otherwise stated elsewhere in this document.

2.1 Structural repairs, Corrosion Protection and Hand Rails

**** Note:** For standardisation of quoting, quantities as per pricing schedule is to be used for each crane. A price (rate) for additional work is to be further provided, as per the pricing schedule. Rates for rope access, working from access areas (walkways, platforms, etc.) and working from scaffolding is to be differentiated in the pricing schedule.

The works pertains to the structures and there shall not be changes to the original design. The Contractor provides a competent person in the structure of the ship to shore cranes in order to oversee the refurbishment of the machines. The Competent person must have designed or done refurbishment in the STS cranes.

1.1.1 Corroded cross bracing joints (entire node where beams and bracing joins) along boom and bridge girder to be cleaned to bare metal, and non-destructive testing (NDT) conducted to check for possible cracks.

1.1.2 Any cracks/defective welds found, are to be treated and repaired. NDT reports that depict a "failed" result is to be repaired and subjected to re-testing until a

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"pass/satisfactory" result is obtained. A welding procedure specifically for the repairs of cracks is to be provided by the Contractor to the employer representative's acceptance. All NDT tests are to be submitted to the employer.

- 1.1.3 Welding is to be performed by a coded / certificated welder.
- 1.1.4 Thickness testing to be conducted on gussets and tube sections where excessive corrosion is encountered at the nodes on the boom and bridge girder. Gussets to be replaced where the thickness has deteriorated to below 70% of the original parent metal thickness, or where cracks have been detected on the gusset. (Four gussets are fitted per node.)
- 1.1.5 Corrosion protection to be conducted on corroded areas along the boom section, bridge girder, A-Frame, cable reel, fore stay, back stay, energy chain support structure and miscellaneous areas surrounding these, which includes mounting areas of boom / bridge girder / machine house to transversal girders. It must further be noted that most of the corrosion protection to the fore stay, back stay, energy chain support structure and miscellaneous areas is confined to small patch repairs, some limited to areas 200 mm² by 100 mm².
- 1.1.6 Before the application of paint, the areas to be painted shall be cleaned of all oil, grease, salt and contaminants by the use of a high pressure steam cleaner, or by using a high pressure washer (minimum of 250 bar) in conjunction with a suitable water based biodegradable degreaser and thereafter left to dry.
- 1.1.7 Where required, the bulk of the oil and grease on the areas to be prepared and painted will have to be removed by scraping and solvent cleaning prior to high pressure cleaning.
- 1.1.8 Corroded areas shall be mechanically prepared to bare bright metal (ST-3, or greater) to ensure that all corrosion has been removed. The surrounding areas of localised corrosion are to be further prepared by feathering to ensure paint blending. All prepared areas are to be immediately painted with a suitable primer to prevent the area from oxidising.
- 1.1.9 Surface preparation and painting to be done in accordance with TPT specification EEAM-Q-008 rev 17. Should a bidder wish to offer coating system other than those specified, as an alternative, the bidder shall submit full technical details and a list comparing all appropriate details of the alternatives proposed, with the original specified.

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1.1.10 Painted areas (top coat) to be painted to the existing paint colours for that area.

Colour codes as per below:

Main Parts on the LIEBHERR STS cranes	Colour as per OEM
Long Travel System excluding Primary Rocking Beams	Red, RAL 3000
Portal including Legs	Blue, RAL 5013
End carriage	Blue, RAL 5013
Sill Beam	Blue, RAL 5013
Main Beam	Blue, RAL 5013
Primary Rocking Beams	Blue, RAL 5013
Boom	Alternating stripes Red RAL 3000 and White RAL 9010
Boom Holding Arms	Alternating stripes Red RAL 3000 and White RAL 9010
A-Frame	Alternating stripes Red RAL 3000 and White RAL 9010
Back Tie	Alternating stripes Red RAL 3000 and White RAL 9010
Carriers	Alternating stripes Red RAL 3000 and White RAL 9010
Carrier Plan Bracing.	Alternating stripes Red RAL 3000 and White RAL 9010
Cabin, Checker's Cabin, Boom Cabin(outside)	White, RAL 9010
Cabin, Checker's Cabin, Boom Cabin(inside)	Pale Green, RAL6019
Spreader and Head block	White, RAL 9002
Machinery House (inside and outside)	White, RAL 9002
Trolley	White, RAL 9002
Cable Rail Extension	White, RAL 9002
Machinery House Floor (inside)	Dust Grey, RAL 7037

1.1.11 Paint thickness is to be at least 250 microns on newly applied paint after the surface has been prepared. All painted areas are to form rectangular sections and overlap on the existing painted structure.

1.1.12 Rope access is to be used for access to all corroded areas on the STS cranes that cannot be reached from walkways / work platforms. Rope access personal is to have level 1, 2 and 3 rope access certification.

1.1.13 Due to the site conditions and restrictions, mechanical preparation of the corroded surface to bare metal is preferred. However, if a contractor is aware of another competitive method with similar benefits, it can be presented as an alternative method to corrosion removal and painting.

1.1.14 Painting is restricted to repaired areas only. The entire crane / section worked on need not be over-coated; only the area where corrosion have been repaired.

1.1.15 A three (3) year warranty is required on the corrosion protection and paint system applied by the bidder.

1.1.16 It is the responsibility of the bidder to ensure that the paint system proposed is compatible with the existing paint system on the crane. All top coating of paint is to match the existing paint colour.

1.1.17 All corroded handrails are to be repaired in situ. Corroded sections are to be cut off and new sections are to be welded in place. Hand railing consists of 50mm x 4 mm equal angle iron stanchions, 32 mm NB diameter tubing handrail, and 19 mm round bar knee rail. New sections are to be hot galvanized prior to installation, or

manufactured from hot dip galvanized sections. Petrolatum primer corrosion prevention spray coatings (e.g. Tectyl, Waxoyl, or similar) are to be applied on the inside of repaired handrails.

1.1.18 Replace corroded cable trays and electrical boxes with new.

1.1.19 Remove and replace damaged checker plates in walking area of the machine house, the installed checker plates must be of the same material, dimensions and type as the removed plates. The new checker plates must be coated with non-slip coating.

2.2 Other Requirements / Provisions

The *Contractor* needs to implement cost effective plans and coordinate activities such that wastage of resources will be minimised. For an example: Scaffolding need to be reasonable positioned such that adjustments or extension easily enable inspections, cleaning, welding, and painting. The contractor makes full provision for the *works* and legislative compliance. The Employer requires the following information,

- The organogram for the project,
- A Project execution Plan document and a Health and Safety Plan document,
- Project schedule (level 4 with the proposal and to confirm project timelines, and later on expanded to level 5 and so on during construction).

2.3 Methods for the Works

The *Contractor* needs to submit Method Statements indicating their understanding of the works associated with, as a minimum:

- Provisions for works at height, such as, cleaning, inspections, welding, and quality assessments.
- Provisions for the environment, such as, protection of nearby operations, assets and marine environment
- Provisions for safety of personnel working, including Inspectors, Welders and fitters, Scaffolding crew, and painters.

3 ENGINEERING AND THE CONTRACTOR'S DESIGN

3.1 Employers Design

The Employer supplies the Works Information, Costing Schedule, and the technical specifications or refers thereto, namely:

- EEAM-Q-006 Structural Steelwork

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- EEAM-Q-008 Corrosion Protection
- EEAM-Q-009 Quality Management
- EEAM-Q-013 Commissioning and Handover
- EEAM-Q-016 Gen Requirements and Conditions
- OHSA Construction Regulations 2014
- TPT Health and Safety Specification
- Standard Environmental Specification (SES)

3.2 Constraints on how the ***Contractor*** Provides the Goods and Services

The cranes will be refurbished in situ, on the quay side. It is envisaged that the successful contractor would commence work within one (1) month from letter of award. The Employer is only able to give a Contractor occupation to one crane at a time, and outages for the Works is expected to not exceed thirty-one (31) calendar days per crane. The *Contractor's* proposal for the refurbishment takes into consideration the timeframes proposed.

Also during the refurbishment of these cranes there will be other activities taking place at the terminal, namely:

- The berth(s) operations at the South Quay where these cranes are undergoing corrosion treatment as well as operation of other berths at DCT will not stop because of this project. Hence, previous relevant experience is critical.
- The use of stack area behind the quay will be in progress. The Contractor during site inspection familiarise him/herself with the area closest to the crane being worked on and the routes to be used to access site and issue with tender clear and reasonable requirements for works occupation.
- The terminal usually experiences peak operations during September to mid-March annually.
- The Contractor allows 1 week in its schedule for approval of the plans by TNPA.

3.3 ***Contractor's*** Design

The contractor is responsible for his/her own design *works* for completing the midlife refurbishment of cranes. Contractor's design includes all temporary *works* such as methods to be used during the refurbishment and as directed in the quality assurance process agreed by the employer's representative. The *Contractor* design shall include, but not limited to:

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- Temporary support structures if needed, such as but not limited to: scaffolding, lifting & rigging, fall protection, environmental compliance, TNPA, etc.
- New structures / modifications of the existing structures
- All access requirements, including rope access
- As-built where applicable

The *Contractor* shall supply all necessary work force, supervision, materials, services and testing devices for all aspects of this project as indicated hereunder but not limited to the following:

- Project Management of the complete scope of work including planning, scheduling and reporting verbally to the Engineer on a daily basis. Weekly written progress reports shall be issued to the Project Manager;
- Implementation of an appropriate quality system;
- Submission of a quality control plan (in accordance with ISO 9000) and conforming to requirements as contained in this document;
- Submission of a detailed works programme;
- The Contractor shall allow for any relevant information gathering exercises on site;
- Selection of appropriate codes of practice, standards and specifications applicable to the Works, in any case not deviate from the OEM where crane is concerned;
- Remove, replace, modify, reinstall and make good all existing parts;
- Supply, installation, statutory compliance to relevant Codes and Standards and safe storage of all Plant, Equipment and Materials required to completely negate the detrimental effects to construction progress resulting directly or indirectly from loss of electrical power on site;
- All specialized equipment, tools, brackets, supports, packers, shims, etc., necessary to complete the Works in accordance with OEM's specifications, appropriate codes and the Project Standards;
- Supply of all construction lighting and associated support structures, access platforms, etc. as required for the successful completion of Works;
- The Contractor shall engage the services of a certified (by relevant South African statutory organisation) welding inspection organisation for the execution and performance of all NDT, dye pen, Ultrasonic, X-ray and any other testing as required on all remediation work installations as is required by the appropriate codes, standards and the Project Standards;

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- The Contractor shall plan, in detail, the Works activity sequence to allow for accessibility for rigging purposes and the QA;
- The contractor shall use the dumping skips located on site for scrap metals and make sure that they engage the terminal for waste control;
- Site safety supervision, personal protection and safety equipment;
- Supply of all equipment and personnel required to comply with the Occupational Health and Safety Act, 1993. The Contractor shall take special note of the requirements of the latest editions of Construction Regulations;
- Comply with the Employers Environmental Management Plan;
- Complete all documentation to the satisfaction of the Project Manager in order for the Taking Over Certificates as appropriate to be signed off by the Employer;
- Assistance during Test on Completion (Pre-Commissioning and Commissioning) which shall be co-ordinated and directed by TPT;
- Supply of all Contractors' Documents, designs, drawings including all "As Built" drawings for Plant and Materials, specifications and details, NDT testing procedures and results.
- The *Contractor* is required to have, as part of his/her team, at least one competent person fully trained with absolute knowledge and experience of the STS cranes who will participate in planning of *works*, execution of *works* and commissioning of the machines.

3.4 Document Submission

The following documentation shall be included as part of the *Works* but not limited to,

- Safe working area plan
- Lifting/rigging plan
- Qualification documentation of all those key resources involved with Management and supervision, and commissioning
- Approved or evidence of approved welding procedures relevant to this Project scope of *Works*
- Insurance cover
- Method statements for the individual *Works where applicable*
- Supervision and site management plan
- Detailed Quality control plans
- Project Schedule

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Welders' certificates and welding procedures to be supplied to Employer's Project Manager for acceptance, prior to structural / welding repairs being carried out.

A daily diary is to be kept by the contractor showing, and recording relevant readings, of at least the following:

- Weather delays due to rain.
- Delays caused by relative humidity that is greater than that allowed by the paint manufacturer for paint application.
- Wind conditions that make it dangerous to work at high elevation.

Furthermore, the daily diary to reflect comprehensive details of the work carried out the previous day.

On completion of the works, the *Contractor* is to submit a handover pack containing a record / list of areas painted, work performed, and all structural changes.

4 CONSTRUCTION

4.1 Site Access

During the Works, the *Contractor* ensures full compliance of site entry and security control, permits and site regulations, including management of the safety file.

4.2 Site Services and Facilities

4.2.1 Facilities provided by the *Employer*

For the duration of the Contract, the Project Manager provides an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, and other *Contractor's* Equipment.

The Employer provides the following within the terminal for the *Contractor's* use:

- Potable Water point for the contractor to make own connections,
- Power point

4.2.2 Facilities provided by the *Contractor*

The Contractor ensures site visit and identify suitable area for site establishment.

- The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security if needed.
- All costs for preparation of the site establishment area are for the *Contractor's* account.

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- The *Contractor* submits details of the layout of his site establishment to the Project Manager for his acceptance.
- The *Contractor* installs a metering device, accepted by the Project Manager, immediately downstream at each of the Employer's connections from where he draws services. The *Contractor* provides the Project Manager details of his monthly consumption of potable water and power.
- The *Contractor* is responsible for his own connection to the Employer's services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account. The TPT Supervisor only makes construction power available upon receipt of the COC where applicable.
- The *Contractor* provides, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the *Works*.
- Upon completion, and within one month of the date of acceptance of the *Works*, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the Project Manager. The area within the operational area should be cleared immediately for commissioning.
- Demolition of all temporary structures shall be the responsibility of the Contractor.
- The Employer does not provide any security for the Site and Working Areas. The *Contractor* provides own security and indemnifies and holds indemnified the Project Manager and Employer against any claims and actions that may arise out of Site and Working Area security.
- No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports

4.2.3 Cooperating with and obtaining acceptance of others

- The Contractor performs the works and cooperates with The Employer (including the agents of the Employer) who operates on Site during the entire duration of the Contract period.

- The Contractor shall cooperate with others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

5 MANAGEMENT AND START UP.

5.1 Management meetings

The Project Manager arranges for a pre-construction review meeting where the *Contractor* key persons confirm construction readiness in line with the agenda setup by the Project Manager and the terminal key stakeholders. This meeting shall take place no later than 1 week before site works begin. For the remainder of the contract, the Contractor attends all management meetings as called by the Project Manager. It is envisaged that at least bi-weekly contract management meetings, plus the *Contractor's* weekly site meetings during the refurbishment period, take place. The Contractor must present all relevant information including quality plans, schedules, subcontractor management, and HSE matters at such meetings.

The Project Manager arranges for regular inspections during the works in accordance with the agreed hold and witness points or schedule. During inspections quality assurance and progress report evaluations are required.

The Contractor key persons attend risk reduction meetings as and when called by the Project Manager.

Other meetings of a specialist nature may be convened as specified elsewhere in this Works Information. The person convening the meeting, within four days of the meeting, must submit records of these meetings to the Project Manager.

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

5.2 Documentation Control

The Contractor submits all documentation including but not limited to, correspondence and drawings to Employer's standards and to the Project Manager's requirements in accordance with the Project Manager's document control procedure (SANS 10111 - Code of Practice for Engineering Drawings; ISO 9001:2000 - Quality Management System Requirements).

5.3 Safety Risk Management

All aspects of the works must comply with the Health and Safety requirement, OHS Act No 85 of 1993. Refer Health and Safety Specifications document issued with this document.

5.4 Environmental Constraints and Management

All aspects of the works must comply with the Employer's environmental management plan, statutory requirements and regulations made by relevant authorities. The Contractor ensures compliance of Site activities to TPT SHE Management Plan. The Construction Manager (CM) is responsible for environmental management on the Site and Working Areas and reports to the Project Manager.

5.5 Quality Assurance Requirements

- Refer to EEAM-Q-009 for the Employer's Quality Management.
- Documentation and change control procedures.
- Quality control procedures that will apply to purchased materials.
- Quality control plan for all components manufactured or supplied to ensure conformance.
- The identification of suitable hold points to ensure quality assurance throughout execution.
- Quality control of all welding and corrosion protection activities.
- The services of a further independent third party, if so required by the Employer, is the responsibility of the Employer to assist him with meeting his quality assurance objectives. The Contractor gives the necessary cooperation and supply all the necessary quality management documentation as required. The cost of the QA work by the third party is borne by the Employer. The Construction Supervisor participate in the QA activities.
- The Contractor ensures that the quality assurance requirement placed on him under this Contract is transferred into any subcontracts.

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- The Contractor's quality plan includes, or reference the quality plans of subcontractors where applicable.

5.6 Programming Constraints

General:

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

Programme submission:

A copy of the Contractor's First Programme is required together with the proposal complying with the requirements as indicated in the Works Information. The Contractor's Detailed Programme is submitted in both hard and soft copy forms within two weeks of award using a computer software package approved by the Project Manager. The preferred software package is Microsoft Projects or similar approved.

Contract programme (baseline):

The Contractor's First Programme, agreeing with the tender submission, is the "Contract Programme" or "baseline" against which actual time performance is compared. Once the baseline has been established, all subsequent programmes have baseline (target) bars shown against each activity. This programme is used as the basis to assess all variations, extensions of time and changes to methods of delivery.

The Contractor addresses identified deviations from the baseline by either demonstrating that the deviation does not constitute a problem to the overall Contractor's Programme or providing a course of action to remedy the deviation.

Revisions to contract schedule:

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

Additional detail may be inserted into the Contract Programme at the request of either the Contractor or the Project Manager. In such cases, the overall start and finish dates

of the detail activities do not vary from the original summary activity(s) that was replaced.

All revisions to the contract programme are prepared by, and at the cost of the Contractor.

Supplementary programmes:

The Project Manager direct the Contractor to produce supplementary programmes to highlight a particular aspect of the work under the Contract at no extra cost. The Project Manager reasonably requests supplementary programmes.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements and limiting impact of any activity, statutory requirements, conditions or approvals (with lead time), information required and inspections, which derives the any section of this document, being i.e. Health & Safety, Environmental or Works items.

5.7 Cash flow

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

5.8 Progress reporting

To demonstrate the actual progress of the work under the Contract the Contractor, on a weekly (once in a week) basis, updates and submits the contract programme and the progress to the Project Manager.

The contract programme is in the form of a 5 days look ahead schedule, and shows the following two separate bars for each activity to enable comparison of the actual progress to the contract programme:

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

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- Monitoring and review of the progress of work under the Contract consists of an assessment of all activities currently in progress. The following is determined: percentage complete; forecast completion date; deviations from the baseline programme; and actions required remedying any deviations.
- Weekly status report produced every Wednesday
- The Contractor provides a written status report by the end of 3rd week reporting period. The report summarises progress and problems encountered during that month in respect of all parts of the work under the Contract. As a minimum the report includes:
 - progress against the current approved contract programme;
 - summary of progress achieved during the period;
 - list of milestones achieved during the period;
 - status of procurement, and off-site works
 - status of on-site works;
 - deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced;
 - status of approvals (CE);
 - actual or anticipated problems with corresponding action plans to minimise the impact;
 - summary of works planned for the following period, and
 - cash flow status versus the original forecast.
- The progress report forms the basis of a Weekly progress meeting between the Project Manager and the Contractor.
- The Contractor submits to the Project Manager by email no later than 2 days before the meeting
- The report states the current percentage progress of each major piece of equipment as applies at that date.
- Each report states the actual completion date for those refurbishment activities completed in the last reported period, advises the anticipated completion date for each major piece of equipment and comments on any delay or variance with respect to scheduled progress.
- The Contractor also reports his calculated overall completion percentage for each Subcontract at each report date.

5.9 Contractor's Management, Supervision and Key People

- The Contractor makes an adequate and stable project team available for the duration of the contract. The Contractor to minimise replacement of individual project team members in order to ensure continuity.
- It is a requirement of this contract that the Contractor employs a full time, fully qualified and experienced Construction / Site Manager who has been delegated sufficient authority to manage the contract efficiently on Site during the refurbishment and commissioning. The site manager is required to be fluent in English, both in writing and orally.
- An organogram of all the Contractor's people directly involved with the management and execution of this contract down to supervisory level, showing each key person named to do the job as stated in the Contract Data, is submitted with the Tender Document Returnable(s). The organogram need to indicate if one person has more than one role in the project.
- In order to successfully execute the works the Contractor ensures suitably qualified and experienced teams in the scope of structural, welding and corrosion protection.
- Submit Qualifications and Curriculum Vitae (CV) of the: Project Manager; Structural Engineer, Construction / Site Manager; Safety Specialist; Quality Manager.
- The Contractor's resources start immediately upon award, produce plans, and expanded project schedule within 10 days.
- The person leading various aspects of the project has the absolute knowledge of the works. This person's CV needs to demonstrate this experience.
- It is anticipated that the successful bidder will start on site, on the first crane, within one month.

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PART 4: SITE INFORMATION

THE SITE

The Site is contained within the boundaries of Durban Container Terminal.

There are three quays; namely North, East and South.

North Quay (Berths 203 and 204) has a length of 830 meters and has seven (7) ZPMC cranes and one (1) Liebherr crane. All the cranes are on 30.8 meter gauge rails

East Quay (Berths 200 and 202) has a length of 560 meters and has four (4) Liebherr cranes and one (1) Noell crane. All the cranes are on 20 meter gauge rail.

South Quay (Berths 108 and 109) has a length of 440 meters and has four (4) Liebherr cranes. The Liebherr cranes are on 28.5 meter gauge rails. The four cranes to be refurbished (520, 521, 522 and 523) are situated on the South Quay.

The site available to the contractor is the area on the eastern end of berth 108/109 or on the western end of berth 108/109.

SITE OPERATION

Operations within the terminal continuous on a twenty-four (24) hours per day and seven days per week basis.

SITE REGULATIONS

Site regulations pertaining to work carried out on site are available to the Tender.

SITE CONSTRAINTS

Traffic flow in the terminal will continue during the refurbishment. Areas directly below any overhead work will have to be cordoned off. The contractor site will be fenced off by the contractor completing the refurbishment.

SITE SUPPLY

A 20mm diameter water supply, and a 60 Amp 3 phase power supply will be provided within 20 meters of the site. The contractor for the supply of their own office, phone, storage and security.

WEATHER-*

Altitude:	Sea Level
Ambient temperature:	5 to 45°C
Relative humidity:	Frequently 100%
Air Pollution:	Heavily saline, dust laden and industrial fumes.