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**TRANSNET SOC LTD**

**TENDER NUMBER: TNPA/2022/11/0010/16313/RFP**

**ADDENDUM NO. 01**

**DATED: 24/01/2023**

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

**1. Part T2.2-10 till Part T2.2-33**

The header on all returnables has been edited to reflect tender number TNPA/2022/11/0010/16313/RFP  
The original Tender Document has been replaced and superseded by the  
Attached **Annexure A**

**2. Part C1.2 Contract Data**

- a) 11.2(3) The *commencement date* for the whole of the *works* has been amended from 31 January 2023 to 01 March 2023
- b) 11.2(9) the key dates have been amended:
- Supply and delivery of fenders key date has been amended from 28 March 2023 to 24 May 2023
  - Remove old fenders from quay, make good and transport to storage yard has been amended from 11 April 2023 to 07 June 2023
  - Installation of Fenders has been amended from 02 May 2023 to 28 June 2023
  - Commissioning of Fenders has been amended from 28 July 2023 to 22 September 2023

This addendum must be signed and submitted with your tender.

**WITNESSES:**

1. \_\_\_\_\_  
**TENDERER / CONTRACTOR**

2. \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES:**

1.  \_\_\_\_\_  
**TRANSNET SOC LTD**

2.  \_\_\_\_\_  
Date: 24/01/2023

# **ANNEXURE A**

## **TENDER DOCUMENT**



**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR: PHASE 2- SUPPLY, DELIVERY AND INSTALLATION OF FENDERS FOR THE  
PORT OF NGQURA CONTAINER TERMINAL**

<b>RFP NUMBER</b>	<b>: TNPA/2022/11/0010/16313/RFP</b>
<b>ISSUE DATE</b>	<b>: 14 December 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 19 January 2023</b>
<b>CLOSING DATE</b>	<b>: 30 January 2023</b>
<b>CLOSING TIME</b>	<b>: 12pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>



## Contents

### Number    Heading

## 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 Document
- T2.2        Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

- C1.1        Form of Offer and Acceptance
- C1.2        Contract Data (Parts 1 & 2)
- C1.3        Form of Guarantee

### Part C2: Pricing Data

- C2.1        Pricing Instructions
- C2.2        Bill of Quantities

### Part C3: Scope of Work

- C3.1        Works Information

### Part C4: Site Information

- C4.1        Site Information

## 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 persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>PHASE 2- SUPPLY, DELIVERY AND INSTALLATION OF FENDERS FOR THE PORT OF NGQURA CONTAINER TERMINAL</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted via Microsoft Teams <b>on the 19 January 2023, at 10am [10 O'clock]</b> for a period of <math>\pm 2</math> (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> tender briefing.</p> <p><b>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.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12pm on (30/01/2023)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

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

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-22], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- unduly high or unduly low tendered rates or amounts in the tender offer;
  - contract data of contract provided by the tenderer; or
  - the contents of the tender returnables which are to be included in the contract.
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number..... (**Tender Data**)



**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The Employer is <b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the Employer comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2 : Returnable documents
	T1.1 Tender notice and invitation to tender T1.2 Tender data 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 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Phelokazi Nadia Madaki
	Address:	eMendi Administration Building N2, Neptune Road Off Klub Road Port of Ngqura 6001
	Tel No.	041 507 8519
	E – mail	Phelokazi.Madaki@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 eligibility 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, 2, 3 or 4

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

**3. Stage Three - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **7CE or higher** class of construction work, are eligible to have their tenders evaluated.

- b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- 1) every member of the joint venture is registered with the CIDB;
- 2) the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status: and
- 3) the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

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



**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 score for functionality is 60 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 Each tender offer shall be in the **English Language.**

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....  
**(insert company name)**
- Contact person and details:.....  
**(insert details)**
- The Tender Number: TNPA/2022/11/0010/16313/RFP
- The Tender Description: Phase 2- Supply, delivery and installation of fenders for the Port of Ngqura Container Terminal



Documents must be marked for the attention of:  
**Employer's Agent: Phelokazi Nadia Madaki**

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

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

Time: **12pm** on the **30<sup>th</sup> January 2023**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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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 Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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C3.11 The minimum number of evaluation points for functionality is: **60**

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

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**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.**

### Functionality Criteria

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

**(Please see CIDB Compiler guidance note T1.2 – Tender Data).**

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04 Project Organogram, Management &amp; CVs of Key Persons</b>  Key personnel to be evaluated on qualifications, experience and professional registration status, detailed on CVs. Registration certificates must be certified.	<b><u>Design Team:</u></b>  Bidder must provide an <b>Engineer</b> (Lead) with either NQF level 7 qualification in Civil or Mechanical Engineering and must be registered with ECSA as a Professional Engineer (Pr Eng) or international recognized professional body (e.g. UK Engineering Council, etc.) with relevant experience in the design, manufacture and installation of marine fenders for commercial ports	5	20
	<b><u>Construction Team:</u></b>  Bidder must provide a <b>Construction Manager</b> with NQF level 6 qualification (Civil or Mechanical) or higher and must be professionally registered with ECSA or international recognized professional body (e.g. UK	5	



	<p>Engineering Council, etc.) or registered with SACPCMP as a Professional Construction Manager (Pr CM) with relevant experience in the installation of marine fenders for commercial ports.</p>		
	<p><b><u>Construction Health and Safety Officer</u></b></p> <p>Bidder must provide a <b>Construction Health and Safety Officer</b> with NQF level 6 qualification (or higher) in Health and Safety Management and registered with SACPCMP as Professional Construction Health and Safety Officer (PrCHSO) with experience in construction health and safety management.</p>	5	
	<p><b><u>Organisation Chart</u></b></p> <p>Bidder must submit a detailed site <b>Organisation chart</b> in the following requirements:</p> <ul style="list-style-type: none"> <li>(1) hierarchy format</li> <li>(2) indicate the key personnel with their names and roles and all support staff (i.e. off-site staff) required to ensure successful delivery of the project.</li> </ul>	5	
<p><b>T2.2-05 Previous Experience</b></p> <p>Tenderer's past experience in delivering similar projects of similar scale</p>	<p><b><u>Similar Project Scale</u></b></p> <p>Bidder must provide a table listing similar projects and scale covering the design manufacture and installation of marine fenders for commercial ports, executed over the last 10 years. The</p>	4	<b>20</b>



	<p>list must include the following requirements:</p> <p>(1) description,</p> <p>(2) value,</p> <p>(3) responsibility,</p> <p>(4) location of the works and status of the project</p>		
	<p><b><u>Number of similar projects</u></b></p> <p>Bidder must provide a table listing <b>similar projects</b> covering the design manufacture and installation of marine fenders for commercial ports, executed over the last 10 years.</p>	6	
	<p><b><u>Reference Letter</u></b></p> <p>Bidder must submit <b>reference letters</b> from clients on their letterheads and must confirm the work performed with specific reference to the project, project value, company involvement, value portion of involvement and clear indication of client impression.</p> <p>Note: Completion certificates and letters of appointment will not be considered.</p>	10	
<p><b>T2.2-06 Lead Time</b></p> <p>Letter of commitment with project plan and program for manufacture and delivery of marine fenders</p>	<p><b><u>Lead Time</u></b></p> <p>Lead time for manufacture and delivery from date the Purchase Order issued to the date the fenders are delivered to Port of Ngqura.</p>	15	<b>15</b>

	Installation lead time to be negotiated on award. Shipping schedule dependent.		
<b>T2.2-07 Technical Performance</b>  All performance curves and shop drawings shall be provided by the tenderers to confirm compliance with the design criteria	<b><u>Technical Performance</u></b>  Bidder must submit full details of their proposed fender units indicating the fender technical performance.	15	<b>15</b>
<b>T2.2-08 Technical Method Statement</b>  Method Statement (Must be based on the scope of work defined in the tender document).	<b><u>Technical Method Statement</u></b>  Bidder must submit <ol style="list-style-type: none"> <li>(1) a detailed and structured method statement specific to the scope of works and</li> <li>(2) must detail how the works will be executed in a safe, secured and environmentally friendly manner and</li> <li>(3) must address the installation processes to be followed,</li> <li>(4) SHE and quality management during installation,</li> <li>(5) testing procedures, commissioning and handing over of the completed works.</li> </ol>	5	<b>5</b>
<b>T2.2-09 Project Program</b>	<b><u>Project Programme</u></b>  Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major	10	<b>10</b>



	<p>resources utilised (personnel, plant &amp; equipment) and critical path milestones demonstrating that the project can be delivered within stated period:</p> <p>(1) Detailed schedule with key activities and compatible to the Price Schedule /Bill of Quantities</p> <p>(2) Listing all construction activities (including not limited to subcontracted works; procurement activities, time risk allowance and indicate ordering of long lead items).</p> <p>(3) All activities should be linked with no open-end tasks, Critical Path Method to be used.</p> <p>(4) Duration not longer than 10 days</p> <p>(5) Use one unit of measure (days, weeks)</p> <p>(6) Column to be shown, start, finish, duration, float</p> <p>(7) The program to be submitted on Microsoft Project or Primavera software (can be attached as pdf)</p>		
<p><b>T2.2-10 Health and Safety Requirements</b></p>	<p><b><u>Health, safety and environmental plan</u></b></p> <p>Bidder must demonstrate full understanding of the client's</p>	<p>10</p>	<p><b>10</b></p>



<p>SHE plan indicating not limited to the following:</p> <ul style="list-style-type: none"> <li>• Top management’s commitment to comply with legislative requirements and other requirements.</li> <li>• Implement site safety regulations relevant to this contract.</li> <li>• Clearly define roles and responsibilities pertaining to day to day SHE management on site.</li> </ul> <p>SHE management approach in addressing critical relevant SHE risks and implementation of motivation controls</p>	<p>health and safety specification by presenting a detailed health and safety management plan specific to the project and</p> <ol style="list-style-type: none"> <li>(1) must detail how the health and safety requirements will be met</li> <li>(2) what health and safety measures are put in place for personnel working on site</li> <li>(3) project risk assessment based on the proposed method statement,</li> <li>(4) develop a site-specific environmental management plan</li> </ol>		
<p><b>T2.2-11 Quality Management</b></p> <p>Quality management plans must detail how the quality will be managed during the implementation of the project</p>	<p><b><u>Quality Management</u></b></p> <p>Bidder must demonstrate full understanding of quality management principles by presenting</p> <ol style="list-style-type: none"> <li>(1) a well detail quality management plan specific to the scope of works,</li> <li>(2) must define the quality, scope and metrics by which the services provided will be evaluated,</li> <li>(3) it must detail what quality measures are in place to</li> </ol>	<p>5</p>	<p><b>5</b></p>

	manage the quality of the works, and  (4) it must detail what role and responsibilities assigned to key personnel to ensure quality product is delivered		
<b>Maximum possible score for Functionality</b>			<b>100</b>
<b>Minimum number of evaluation points for functionality</b>			<b>60</b>

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

- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Previous Experience
- T2.2-06 Lead Time
- T2.2-07 Technical Performance
- T2.2-08 Technical Method Statement
- T2.2-09 Project Programme
- T2.2-10 Health and Safety Requirements
- T2.2-11 Quality Management

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. (See CIDB Inform Practice Note #9).

**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 preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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

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



- b) 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.

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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 Schedule** -Certificate of attendance atCompulsory Tender Clarification Meeting
- T2.2-02 **Stage One as per PPPFA: Pre-qualification criteria** – BBEE Status Level
  - (a) Minimum B-BBEE Level Valid proof of Respondent’s compliance to B-BBEE requirements stipulated in T2.2-02
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

### 2.1.2 Stage Four as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Previous Experience
- T2.2-06 Lead Time
- T2.2-07 Technical Performance
- T2.2-08 Technical Method Statement
- T2.2-09 Project Programme
- T2.2-10 Health and Safety Requirements
- T2.2-11 Quality Management

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-12 Authority to submit tender
- T2.2-13 Record of addenda to tender documents
- T2.2-14 Letter of Good Standing
- T2.2-15 Risk Elements
- T2.2-16 Availability of equipment and other resources
- T2.2-17 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-18 Site Establishment requirements

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

- T2.2-19: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-20 Non-Disclosure Agreement
- T2.2-21 RFP Declaration Form
- T2.2-22 RFP – Breach of Law
- T2.2-23 Certificate of Acquaintance with Tender Document
- T2.2-24 Service Provider Integrity Pact
- T2.2-25 Supplier Code of Conduct
- T2.2-26 Protection of Personal Information Act, 4 of 2013 (“POPIA”)

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

- T2.2-27 Insurance provided by the Contractor
- T2.2-28 Form of Intent to provide a Performance Guarantee
- T2.2-29 Foreign Exchange requirements
- T2.2-30 Forecast Rate of Invoicing
- T2.2-31 Three (3) years audited financial statements
- T2.2-32 Price Adjustments for Inflation
- T2.2-33 Proof of OEM or accredited agent

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

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

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

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

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

## T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

Represented

.....  
(Name and

by:

.....  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	.....	
On (date)	.....	Starting time: .....

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

Name

Signature

.....

.....

Capacity

.....

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

Name

Signature

.....

.....

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

Date

.....

.....

Transnet National Ports Authority

Tender Number: TNPA/2022/11/0010/16313/RFP

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

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## **T2.2-02 Pre-qualification Criteria Schedule: B-BBEE**

### **A tenderer having a stipulated minimum B-BBEE status level 4 contributor.**

The Tenderer is to submit the following documents or copies thereof

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

Signed

Date

Name

Position

Tenderer

## T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractorgrading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **7CE** or **higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work or a valuedetermined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## **T2.2-04: Evaluation Schedule: Project Organogram, Management & CV's**

Submit the following documents as a minimum with your tender document:

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the works, inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Detailed CV's providing the following:
  - The roles and responsibilities for the works of each resource should be clearly stated.
  - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
  - The education, training (inter alia NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the works. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
3. Resources should include at least, amongst others:
  - Design Team:
    - Bidder must provide an Engineer (Lead) with either BSc or BEng in Civil or Mechanical Engineering and must be registered with ECSA as a Professional Engineer (Pr Eng) or international recognized professional body (e.g. UK Engineering Council, etc.) with relevant experience in the design, manufacture and installation of marine fenders for commercial ports.
  - Construction Team:
    - Bidder must provide a Construction Manager with National Diploma (Civil or Mechanical) or higher and must be professionally registered with ECSA or international recognized professional body (e.g. UK Engineering Council, etc.) or registered with SACPCMP as a Professional Construction

Manager (Pr CM) with relevant experience in the installation of marine fenders for commercial ports.

- Construction Health and Safety Officer
  - Bidder must provide a Construction Health and Safety Officer with Diploma (or higher) in Health and Safety Management and registered with SACPCMP as Professional Construction Health and Safety Officer (PrCHSO) with experience in construction health and safety management.

The following table is to be populated by the tenderer identifying the resources for the key roles for the works. Attached submissions to this returnable.

Key Person Role	Name of Resource
Engineer (Design Lead)	
Construction Manager	
Health and Safety Officer	

The scoring of the Project Organogram, Management & CV's will be as follows:

<b>Weight</b>	<b>Design Team</b>	<b>Construction Team</b>	<b>Construction Health &amp; Safety officer</b>	<b>Organizational structure</b>
<b>20</b>	Bidder must provide an <b>Engineer</b> (Lead) with either NQF level 7 qualification in Civil or Mechanical Engineering and must be registered with ECSA as a Professional Engineer (Pr Eng) or international recognized professional body (e.g. UK Engineering Council, etc.) with relevant experience in the design, manufacture and installation of marine fenders for commercial ports.	Bidder must provide a <b>Construction Manager</b> with NQF level 6 qualification (Civil or Mechanical) or higher and must be professionally registered with ECSA or international recognized professional body (e.g. UK Engineering Council, etc.) or registered with SACPCMP as a Professional Construction Manager (Pr CM) with relevant experience in the installation of marine fenders for commercial ports.	Bidder must provide a <b>Construction Health and Safety Officer</b> with NQF level 6 qualification (or higher) in Health and Safety Management and registered with SACPCMP as Professional Construction Health and Safety Officer (PrCHSO) with experience in construction health and safety management.	Bidder must submit a detailed site organisation chart in hierarchy format and must indicate the key personnel with their names and roles and all support staff (i.e. off-site staff) required to ensure successful delivery of the project.
<b>Points</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
(score 0)	No relevant experience.			
(score 20)	Less than 1 year experience.	Less than 1 year experience..	Less than 1 year experience.	Organisational chart submitted in a hierarchy format but does not indicate the key personnel with names and roles as well as support staff.
(score 40)	1 to 2 years relevant experience.	1 to 2 years relevant experience.	1 to 2 years relevant experience.	Organisational chart submitted indicating the key personnel and roles but not in a hierarchy format and does not show support staff.
(score 60)	3 to 4 years relevant experience.	3 to 4 years relevant experience.	3 to 4 years relevant experience.	Organisational chart submitted in a hierarchy format and indicates key personnel with names and roles, as well as all support staff.

(score 80)	5 years relevant experience	5 years relevant experience	5 years relevant experience	Organisational chart submitted in a hierarchy format and indicates key personnel with names and roles, as well as support staff showing good co-ordination, complimentary skills, clear and defined duties and responsibilities including a collaborative approach to dealing with consultants employed by the Employer.
(score 100)	More than 5 years relevant experience.	More than 5 years relevant experience.	More than 5 years relevant experience.	Organisational chart shows more than the required information. It is well integrated and identifies legal appointments, and several members have worked together.

**Index of documentation attached to this schedule**

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

## T2.2-05: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

A list of past / current comparable projects.

- 1) Construction of similar works as detailed in the Works Information with reference to:
  - The design manufacture and installation of marine fenders for commercial ports, executed over the last 10 years.
- 2) Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	



The scoring of Similar project scale, Number of similar projects & Reference letters will be as follows:

<b>Weight</b>	<b>Similar Project Scale</b>	<b>Number of similar projects</b>	<b>Reference Letter</b>
<b>20</b>	<p>Bidder must provide a table listing <b>similar projects and scale</b> covering the design manufacture and installation of marine fenders for commercial ports, executed over the last 10 years. The list must include the following requirements:</p> <p>(1) description,            (2) value,            (3) responsibility,            (4) location of the works and status of the project.</p>	<p>Bidder must provide a table listing <b>similar projects</b> covering the design manufacture and installation of marine fenders for commercial ports, executed over the last 10 years.</p>	<p>Bidder must submit <b>reference letters</b> from clients on their letterheads and must confirm the work performed with specific reference to the project, project value, company involvement, value portion of involvement and clear indication of client impression.</p> <p>Note: Completion certificates and letters of appointment will not be considered.</p>
<b>Points</b>	<b>4</b>	<b>6</b>	<b>10</b>
(score 0)	No relevant experience.	No submission	No submission
(score 20)	List submitted but does not meet all the requirements and the project value is less than R5m	1 similar project	Reference letter(s) submitted but does not meet all requirements.
(score 40)	List submitted with all requirements and the projects value is R5m to R10m	2 similar projects	Reference letter(s) submitted with all requirements and shows less than 3 years' experience.
(score 60)	List submitted with all requirements and the projects value is R10m to R15m	3 similar projects.	Reference letter(s) submitted with all requirements and shows 3 years' experience.



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

Container Terminal

(score 80)	List submitted with all requirements and the projects value is between R15m to R20m	4 similar projects.	Reference letter(s) submitted with all requirements and shows 4 to 5 years' experience.
(score 100)	List submitted with all requirements and the projects value is more than R20m	More than 4 similar projects.	Reference letter(s) submitted with all requirements and shows more than 5 years' experience.

## T2.2-06: Evaluation Schedule: Lead Time

### Note to tenderers:

#### Lead Time

- Letter of commitment with project plan and program for Manufacturer and delivery of fenders to the Port of Ngqura.
- Lead time for Manufacturer and delivery, from date of the Purchase Order issued to the date, all 25 fenders are delivered to the Port of Ngqura.

The scoring of the Lead Time will be as follows:

<b>Score 0</b>	Lead time more than 22 weeks
<b>Score 20</b>	Lead time more than 18 weeks but less than 22 weeks
<b>Score 40</b>	Lead time between 18 -20 weeks
<b>Score 60</b>	Lead time within 18 weeks and 17 weeks
<b>Score 80</b>	Lead time between 17 to 16 weeks
<b>Score 100</b>	Lead time less than 16 weeks

### Index of documentation attached to this schedule

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

## T2.2-07: Evaluation Schedule: Technical Performance

Note: The tenderer will be scored for quality on the compliance of the Technical Performance.

- Bidder must submit full details of their proposed fender units indicating the fenders technical performance and manufacturing processes, as required in Section C3: Scope of Works, Section 2.5.

The Scoring will be as Follows:

<b>(score 0)</b>	Not submitted or irrelevant
<b>(score 20)</b>	Submitted but does not cover full details of the fender units technical performance
<b>(score 40)</b>	Submitted and covers 70% details of the fender units technical performance.
<b>(score 60)</b>	Submitted and covers 80% details of the fender units technical performance
<b>(score 80)</b>	Submitted and covers 90% details of the fender units technical performance
<b>(score 100)</b>	Submitted and covers 100% details of the fender units technical performance

### Index of documentation attached to this schedule

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

## T2.2-08: Evaluation Schedule: Technical Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

1. A detailed method statement is required and must submit a detailed and structured method statement specific to the scope of works
2. must detail how the works will be executed in a safe, secured and environmentally friendly manner
3. must address the removal and installation processes to be followed,
4. SHE and quality management during installation,
5. testing procedures, commissioning and handing over of the completed works

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score.**

**Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.**

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	Method statement submitted with less than 2 requirements.
<b>Score 40</b>	Method statement submitted with 3 - 4 requirements
<b>Score 60</b>	Method statement submitted with all 5 requirements.
<b>Score 80</b>	Method statement submitted with all 5 requirements and exceeds expectation.
<b>Score 100</b>	Method statement submitted with all 5 requirements and shows innovative ideas.



## T2.2-09: Evaluation Schedule: Project Program

### Note to tenderers:

#### Programme

Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major resources utilised (personnel, plant & equipment) and critical path milestones demonstrating that the project can be delivered within stated period.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, showing but not limited to the following:

1. Detailed schedule with key activities and compatible to the Price Schedule /Bill of Quantities
2. Listing all construction activities (including not limited to subcontracted works; procurement activities, time risk allowance and indicate ordering of long lead items).
3. All activities should be linked with no open-end tasks, Critical Path Method to be used.
4. Duration not longer than 10 days.
5. Use one unit of measure (days, weeks)
6. Column to be shown, start, finish, duration, float
7. The program to be submitted on Microsoft Project or Primavera software (can be attached as pdf)

### Index of documentation attached to this schedule

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	

The scoring of the Programme will be as follows:

<b>Score 0</b>	The tenderer has not submitted / irrelevant/Submitted but not in a required software.
<b>Score 20</b>	Three aspects of the work plan have been covered.
<b>Score 40</b>	Four aspects of the work plan have been covered.
<b>Score 60</b>	Five aspects of the work plan have been covered.
<b>Score 80</b>	Six aspects of the work plan have been covered.
<b>Score 100</b>	Seven aspects of the work plan have been covered.

## T2.2-10: Evaluation Schedule: Health and Safety Management

1. The tenderer must submit SHE plan indicating not limited to the following:
  - Top management’s commitment to comply with legislative requirements and other requirements.
  - Implement site safety regulations relevant to this contract.
  - Clearly define roles and responsibilities pertaining to day to day SHE management on site.
  - SHE management approach in addressing critical relevant SHE risks and implementation of motivation controls
  
2. Bidder must demonstrate full understanding of the client’s health and safety specification by presenting a detailed health and safety management plan specific to the project with the following requirements:
  - (1) must detail how the health and safety requirements will be met,
  - (2) what health and safety measures are put in place for personnel working on site
  - (3) project risk assessment based on the proposed method statement,
  - (4) develop a site-specific environmental management plan.

### Index of documentation attached to this schedule

	<b>DOCUMENT NAME</b>
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	

Transnet National Ports Authority

Tender Number: TNPA/2022/11/0010/16313/RFP

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

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The scoring of the Tender's Health and Safety criteria is as follows:

<b>(score 0)</b>	No submission / response
<b>(score 20)</b>	Bidder has met less than 2 of the requirements.
<b>(score 40)</b>	Bidder has met 3 of the 4 requirements
<b>(score 60)</b>	Bidder has met all 4 requirements.
<b>(score 80)</b>	Bidder has met all 4 requirements and other aspects not mentioned in the requirements
<b>(score 100)</b>	Bidder has met all 4 requirements and exceeds expectation in an outstanding manner.

## T2.2-11 Evaluation Schedule – Quality Management

Quality management plans must detail how the quality will be managed during the implementation of the project.

Bidder must demonstrate full understanding of quality management principles by presenting:

- (1) A well detail quality management plan specific to the scope of works,
- (2) must define the quality, scope and metrics by which the services provided will be evaluated,
- (3) it must detail what quality measures are in place to manage the quality of the works, and
- (4) it must detail what role and responsibilities assigned to key personnel to ensure quality product is delivered.

<p><b>Attached submissions to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

The scoring of the Quality Management will be as follows:

<b>0</b>	No response
<b>20</b>	Quality management submitted with 2 or less principles.
<b>40</b>	Quality management submitted with 3 principles.
<b>60</b>	Quality management submitted with all 4 principles.
<b>80</b>	Quality management submitted with more than 4 principles.
<b>100</b>	Quality management submitted with more than 4 principles and shows innovative ideas.

## T2.2-12: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

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

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## T2.2-13: Record of Addenda to Tender Documents

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

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

## **T2.2-14 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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





## T2.2-17: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the works.

### Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

**Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the Project Manager in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work



% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



## T2.2-19: Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**1. SECTION 1: NAME OF ENTERPRISE:** \_\_\_\_\_

**2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

**3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

**4. SECTION 4: CSD NUMBER:** \_\_\_\_\_

**5. SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name	Identity number	Personal income tax number

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

**6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

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

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

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

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

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

---

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

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

Signed

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Position

Enterprise

name

\_\_\_\_\_

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment

[**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80:20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency

	<p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a>.]</p>
<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional Supplier/Service provider

Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....

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## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise,

employed by the state?

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

---

**2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

---

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

## T2.2-20 NON-DISCLOSURE AGREEMENT

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

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1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. **CONFIDENTIAL INFORMATION**

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner]

- 
- Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

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## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____

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## T2.2-21: RFP DECLARATION FORM

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

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

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---

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---

Indicate nature of relationship with Transnet:

---

---

---

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-24 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

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

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

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## T2.2-22: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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---

---

DATE OF BREACH:

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

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

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SIGNATURE OF TENDER

---

## T2.2-23 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER

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## **T2.2-24 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And

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

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## PREAMBLE

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

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

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

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

## 1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees shall not solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees shall not solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under no circumstances should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure

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the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5. DISQUALIFICATION FROM TENDERING PROCESS**

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

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Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

## **7. PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited

to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

## **8. SANCTIONS FOR VIOLATIONS**

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

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

## **9. CONFLICTS OF INTEREST**

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

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

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

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

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

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

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

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

## 10. DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11. GENERAL

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

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

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

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed. The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature .....

Date .....

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## T2.2-25 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

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## Conflicts of Interest

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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## **T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (.....insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

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- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
  - 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
  - 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
  - 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
  - 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
  - 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

### **3. SOLE AGREEMENT**

- 3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.



---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

.....

(Operator)

Authorised signatory for and on behalf of ..... (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

1. Name: \_\_\_\_\_

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

2. Name: \_\_\_\_\_

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

## T2.2-27: Insurance provided by the Contractor

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

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

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

## **T2.2-28: Form of Intent to Provide a Performance Guarantee**

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### **Confirmed by Guarantor's Authorised Representative**

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## **T2.2-29: FOREIGN EXCHANGE REQUIREMENTS**

The Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

**Justification and full details supporting foreign currency requirements to be appended to this Schedule.**

<b>Items &amp; activities</b>	<b>Currency</b>	<b>Spot Rate</b>	<b>Date</b>	<b>Total ( Foreign Currency)</b>	<b>Total (In Rand)</b>

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the Employer may not be able to accommodate a tenderer’s requirements in full or at all.



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## **T2.2-30: Forecast Rate of Invoicing**

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

**Index of documentation attached to this schedule:**

.....

.....

.....

.....

.....

.....

.....

.....

.....



## **T2.2-31: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....



## T2.2-32: PRICE ADJUSTMENT FOR INFLATION

Tenderers to submit the proposed price adjustment indices as per secondary option clause X1.1 (c) in terms of the NEC3 which will then be included in the Contract Data

The proportions used to calculate the Price Adjustment Factor are:

<b>Proportion (to be completed by tenderer)</b>	Index prepared by:
---	--------------------

.....

linked to index for:

..... "L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site as published in the Statistical News Release, P0141.1, Table 21, Statistics South Africa.

..... "P" is the "Plant Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical News Release P0142.1, Table 16, Statistics South Africa.

..... "M" is the "Materials Index" and shall be the "Civil Engineering Materials Index" as published in the Statistical News Release P0142.1, Table 15, Statistics South Africa.

..... "F" is the "Fuel Index" and shall be the "Diesel Index" as published in the Statistical News Release P0142.1, Table 16, Statistics South Africa.

..... non-adjustable

**1.00 Total sum equal to 1.00**



## **T2.2-33 PROOF OF OEM OR ACCREDITED AGENT**

The tenderer is required to submit written proof of the tendering entity as an:

1. Original Equipment Manufacturer (OEM) or:
2. Accredited OEM agency.

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

Date

.....

## C1.1: Form of Offer & Acceptance

### Offer

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

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

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/11/0010/16313/RFP

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

---

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

Signature(s)

Name(s)

Capacity

**for the Employer**

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

Name & signature of witness

Date



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/11/0010/16313/RFP

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

### 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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd (REGISTRATION NO.1990/000900/30), trading through its Operating Division, Transnet National Ports Authority Port Of Ngqura Port Elizabeth 6100
Name & signature of witness	.....	.....
Date	.....	.....

## C1.2 Contract Data

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

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

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

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

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

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

10.1	The <i>Supervisor</i> is: (Name)	<b>Ms Siphokuhle Xhalisile</b>	
	Address	<b>Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road, Port of Ngqura, Neptune Road, Coega, PORT ELIZABETH, 6100</b>	
	Tel No.	<b>(+27 41) 507 8528</b>	
	e-mail	<b>Siphokuhle.Xhalisile@transnet.net</b>	
11.2(13)	The <i>works</i> are	<b>Supply, Delivery and Installation of Fenders for the Port of Ngqura Container Terminal</b>	
11.2(14)	The following matters will be included in the Risk Register	<b>1. The work to be performed will be done in an operational terminal.</b>	
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1."Description of the Site and it surroundings"</b>	
11.2(16)	The Site Information is in	<b>Part C4</b>	
11.2(19)	The Works Information is in	<b>Part C3</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>2 (two) weeks</b>	
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>commencement date</i> for the contract is	<b>01 March 2023</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b><i>Condition to be met</i></b>	<b><i>key date</i></b>
		<b>1 Supply and delivery of Fenders</b>	<b>24 May 2023.</b>

		<b>2 Remove old fenders from quay, make good and transport to storage yard.</b>	<b>07 June 2023.</b>
		<b>3 Installation of Fenders</b>	<b>28 June 2023.</b>
		<b>4 Commissioning of Fenders</b>	<b>22 September 2023.</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Fender storage yard</b>	<b>As per approved programme</b>
		<b>2 Ngqura Container terminal</b>	<b>As per approved programme</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 (two) weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>01 March 2023</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 (two) weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after delivery and Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>2 (two) weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>20<sup>th</sup> (twentieth) day of each successive month.</b>	

51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be implemented on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
1.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>
		<b>the number of days with snow lying at 08:00 hours South African Time</b>
		<b>the wind speed (km/h) and direction of the wind</b>
	The place where weather is to be recorded (on the Site ) is:	<b>The <i>Contractor's</i> Site establishment area</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>Port Elizabeth International Airport</b>
	and which are available from:	<b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. The work to be performed will be done in an operational terminal.</b>

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

	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
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	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>
	The <i>Contractor</i> provides these additional Insurances	<p><b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></p>
		<p><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></p>
		<p><b>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</b></p>

		<b>4</b>	<b>Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.</b>
		<b>5</b>	<b>Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement</b>
		<b>6</b>	<b>Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000</b>
		<b>7</b>	<b>The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is		<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>

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

	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 6 086.80 Excl. VAT per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>10% of the total of the Prices</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>5% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>5 years after Completion of the whole of the works and the project is complete</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b> The additional conditions of contract are:	

<p><b>Z4</b></p> <p><b>Z4.1</b></p>	<p><b>Additional clauses relating to Joint Venture</b></p>	<p><b>Insert the additional core clause 27.5</b></p> <p><b>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.</b></p> <p><b>The Joint Venture agreement shall contain but not be limited to the following:</b></p> <ul style="list-style-type: none"> <li>• <b>A brief description of the Contract and the Deliverables.</b></li> <li>• <b>The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture.</b></li> <li>• <b>The constituent's interests.</b></li> <li>• <b>A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents.</b></li> <li>• <b>Details of an internal dispute resolution procedure.</b></li> <li>• <b>Written confirmation by all of the constituents:</b> <ul style="list-style-type: none"> <li>i. <b>of their joint and several liabilities to the <i>Employer</i> to Provide the Works.</b></li> <li>ii. <b>identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the <i>Contractor's</i> representative.</b></li> <li>iii. <b>Identification of the roles and responsibilities of the</b></li> </ul> </li> </ul>
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		<p><b>constituents to provide the Works.</b></p> <ul style="list-style-type: none"> <li>• <b>Financial requirements for the Joint Venture:</b> <ul style="list-style-type: none"> <li>iv. <b>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;</b></li> <li>v. <b>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</b></li> </ul> </li> </ul>
Z4.2		<p><b>Insert additional core clause 27.6</b></p> <p><b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b></p>
Z5	<b>Additional obligations in respect of Termination</b>	
Z5.1		<p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li>• <b>commenced business rescue proceedings (R22)</b></li> <li>• <b>repudiated this Contract (R23)</b></li> </ul>

<b>Z5.2</b>	<b>Termination Table</b>	<p><b>The following will be included under core clause 90.2 Termination Table as follows:</b></p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p>
<b>Z5.3</b>		<p><b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b></p>
<b>Z7</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z7.1</b>		<p><b>The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</b></p> <ol style="list-style-type: none"> <li><b>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.</b></li> <li><b>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.</b></li> <li><b>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.</b></li> </ol>
<b>Z8</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	<p><b>The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b></p>

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

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

## C1.2 Contract Data

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

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

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

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

	Qualifications:	
	Experience:	
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	<b>Part C2.2</b>
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

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

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/11/0010/16313/RFP

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

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

## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

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

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

Option X13: Performance bond

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

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

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

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



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

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

Transnet SOC Ltd  
 C/o Transnet National Ports Authority  
 Transnet Corporate Centre  
 138 Eloff Street  
 Braamfontein  
 Johannesburg  
 2000

Date:

Dear Sirs,

**Performance Bond for Contract No. TNPA/2022/11/0010/16313/RFP**

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

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

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

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

I/We the undersigned

on behalf of the  
 Guarantor

of physical address

.....

.....

.....

.....

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

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

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

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

Signature(s)		
Name(s) (printed)		
Position in Guarantor company		
Signature of Witness(s)		
Name(s) (printed)		

## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2 - 5
C2.2	The <i>bill of quantities</i>	6 -12

## C2.1 Pricing instructions: Option B

### The *conditions of contract*

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

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

**Identified and defined terms**

11

11.2

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

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

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

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

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

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

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

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## Function of the Bill of Quantities

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

## Guidance before pricing and measuring

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

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

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

## Measurement and payment

### Symbols

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

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

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

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**General assumptions**

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

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

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

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

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

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

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

**Departures from the *method of measurement***

None

**Amplification of or assumptions about measurement items**

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



## C2.2 The *bill of quantities*

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

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

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

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
1.25		Company and Head office Overhead Cost for the duration for the contract.	Sum	1					
		<u>Other Time Related Obligations:</u>							
1.26		Survey, setting out and preparation of as-built drawings.	Sum	1					
1.27		Environmental management.	Sum	1					
1.28		Occupational Health and Safety.	Sum	1					
1.29		Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.	Sum	1					
2.		<b><u>SUPPLY, DELIVER, REMOVE AND INSTALL UE FENDERS</u></b>							
2.1	Clause 1.2.1 and 1.2.3	Supply and Deliver UE 1200x1000 E2.0 rubber fenders and necessary components to Port of Ngqura	No.	25					
2.2	Clause 1.2.9 and 1.2.10	Testing all UE 1200x1000 E2.0 rubber fenders (all test certificates are to be delivered to TNPA)	No.	25					

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
2.3	Clause 1.2.5 and 1.2.7	Remove old fenders at Berth D101 & D100 and transport to fender storage yards, 6km from berth D100. Old Bolt holes to be repaired and made good.	No.	20					
2.4	Clause 1.2.1	Install UE 1200x1000 E2.0 rubber fenders at Berth D101 & D100	No.	20					
3.		<b><u>DESIGN, SUPPLY, DELIVER, REMOVE AND INSTALL FENDER SPACERS</u></b>							
3.1.	Clause 1.2.2 and 1.2.4	Design, Supply and Deliver fender spacers and necessary components to Port of Ngqura	No.	18					
3.2.	Clause 1.2.6	Remove old fenders spacers at Berth D100 and transport to fender storage yards, 6km from berth D100.	No.	13					
3.3.	Clause 1.2.2	Install fender spacers at D100	No.	13					
4.		<b>Sub-total</b>	Sum						
5.		<b>Add 15% VAT</b>							



TRANSNET NATIONAL PORTS AUTHORITY

TNPA/2022/11/0010/16313/RFP

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

ITEM NO.	WORKS INFORMATION CLAUSE REF.	DESCRIPTION	UNIT	QTY	CURRENCY i.e. USD	RATE	TOTAL AMOUNT	EXCHANGE RATE TO TO (ZAR)	TOTAL AMOUNT IN (ZAR)
6.		Total Price (Incl. VAT) to be carried over to the Form of Offer & Acceptance							

Exchange Rate as of 2022-2023	
USD/ZAR	
EUR / ZAR	
GBP/ZAR	
_____/ZAR	

**PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	2-43
C3.2	<i>Contractor's Works</i>	43-44
	<b>Total number of pages</b>	<b>44</b>

### C3.1 EMPLOYER’S WORKS INFORMATION

#### Contents

PART C3: SCOPE OF WORK .....	1
SECTION 1 .....	4
1 Description of the works .....	4
1.1 Executive overview .....	4
1.2 Employer’s objectives .....	4
1.3 Interpretation and terminology .....	4
2 Engineering and the Contractor’s design .....	6
2.1 Employer’s design .....	6
2.2 Parts of the works which the Contractor is to design .....	6
2.3 Procedure for submission and acceptance of Contractor’s design .....	6
2.4 Review and Acceptance of Contractor Documentation .....	7
2.5 Other requirements of the Contractor’s design .....	7
2.5.4. PROJECT SPECIFIC SPECIFICATIONS AND OTHER TECHNICAL SPECIFICATIONS .....	8
2.6 Use of Contractor’s design .....	11
2.7 Design of Equipment .....	12
2.8 Equipment required to be included in the works.....	12
2.9 As-built drawings, operating manuals and maintenance schedules.....	12
3. Construction .....	13
3.1. Temporary works, Site services & construction constraints .....	13
3.2. Completion, testing, commissioning and correction of Defects .....	20
4. Plant and Materials Standards and Workmanship.....	25
4.1. Investigation, Survey and Site Clearance .....	25
4.2. Building works .....	25
4.3. Civil Engineering and Structural Works .....	26
4.4. Electrical & Mechanical engineering works .....	28
4.5. Process control and IT works.....	28
4.6. Other [as required].....	28
5. List Of Drawings.....	28
5.1. Drawings issued by the Employer.....	28
SECTION 2 .....	28
6. Management and start up.....	28
6.1. Management meetings .....	28
6.2. Documentation Control.....	29
6.3. Safety risk management.....	29
6.4. Environmental constraints and management.....	30
6.5. Quality assurance requirements .....	33
6.6. Programming constraints .....	34
6.7. Contractor’s management, supervision and key people.....	35
6.8. Training workshops and technology transfer.....	36
6.9. Insurance provided by the Employer .....	36
6.10. Contract change management .....	36
6.11. Provision of bonds and guarantees.....	36
6.12. Records of Defined Cost, payments & assessments of compensation events kept by Contractor.....	36
6.13. The Contractor’s Invoices .....	37
6.14. People.....	38
6.15. Plant and Materials .....	39
6.16. Tests and inspections before delivery .....	41
6.17. Marking Plant and Materials outside the Working Areas .....	41

6.18. Contractor's Equipment (including temporary works).....	41
6.19. Preparation of post Completion contracts.....	42

## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

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

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

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

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

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

#### 1.2 Employer's objectives

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

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

#### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

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

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

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

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

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

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

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

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

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

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

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

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

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

2.3.1 The *Contractor* shall address the following procedures:

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

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

2.3.3 Documentation Submission

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

## 2.4 Review and Acceptance of Contractor Documentation

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

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

## 2.5 Other requirements of the Contractor's design

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

### 2.5.2 BACKGROUND AND PURPOSE

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

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

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

### 2.5.3 SCOPE OF WORKS

The scope of works comprises of the following:

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

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

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

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

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

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

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

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

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

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

## **2.5.4. PROJECT SPECIFIC SPECIFICATIONS AND OTHER TECHNICAL SPECIFICATIONS**

### **2.5.4.1. General**

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

### **2.5.4.2 Fender Performance & Basic Design Criteria**

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

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#### 2.5.4.3 Rubber Fender Legs

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

#### 2.5.4.4 Fender Box

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

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

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

#### 2.5.4.5 Panel Facing (Fender Pads)

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

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

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

#### 2.5.4.7. Fender Chains

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

- (c) Chains shall be galvanised steel chains. Full material and galvanising specifications to be supplied with the tender.
- (d) Refer to Annexure B (Berth D102 & D103 fender as-built drawings) attached to these specifications for further details.
- (e) The chain length for the 18 fenders with spacers shall have extra length to accommodate the spacers and the 7 fenders without spacers will have the standard chain length.

#### 2.5.4.8. Performance Testing

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

#### 2.5.4.9. Quality Control

- (a) The fender manufacturer shall supply:

##### At the time of tendering:

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

##### To be supplied at the time of delivery:

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

## 2.6. Use of *Contractor's* design

- 2.6.4. The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.6.5. The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

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

## 2.7. Design of Equipment

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

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

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

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

## 2.8. Equipment required to be included in the works

2.8.1. None

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

2.9.1. The *Contractor* provides the following:

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

The Contractor shall provide the following to the Project Manager:

- As-Built drawings
- Operating and Maintenance Manuals

### 2.9.2. As-Built/Final Documentation

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

### 2.9.3. Installation, Maintenance and Operating Manuals and Data Books

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

### 3. Construction

#### 3.1. Temporary works, Site services & construction constraints

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

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

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

- As stated under item 3.1.1

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

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

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

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

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

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

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

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

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

3.1.8. Health and safety facilities on Site

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

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

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

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

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

3.1.12. Title to Materials from demolition and excavation

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

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

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

3.1.14. Cooperating with and obtaining acceptance of others

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

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

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

3.1.16. Publicity and progress photographs

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

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

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

- Contractor's site safety Officers and mobile number
- Project Manager's name and mobile number
- Supervisor's name and mobile number
- The notice board is seated in clear view at the entrance to the Contractor's site area.

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

3.1.19. *Contractor's Equipment*

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

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

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

3.1.21. Equipment provided by the *Employer*

None

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

None

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

N/A

3.1.24. Site services and facilities:

- Where it is practical to do so, the Employer a power point and portable water as close as possible to the Contractor's lay-down area. The Employer does not guarantee that electricity and water will be available throughout the working area, nor does the Employer guarantee a continuous supply of electricity and water throughout the duration of the works. The Contractor is responsible for making connections to the supply at the commencement of the project and for disconnecting from the supply at the completion of the project. The Contractor provided a certificate of compliance for his electrical installation before the supply is energised by the Employer. The Contractor provides a new certificate of compliance whenever the installation is changed.
- The Employer will provide water and electricity only. The Contractor provides everything necessary for the works.
- Wherever the Employer provides facilities (including inter alia, temporary power, water, waste disposal, telecommunications, etc) for the Contractor's use within the Working Areas and the Contractor adapts such facilities for his own use , then the Contractor makes good and provided full reinstatement to the land ( including all apparatus of the Employer and Others in, on , or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

3.1.25. The *Employer* provides the following facilities for the *Contractor*:

None. The Contractor shall provide his own facilities.

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

3.1.27. Facilities provided by the *Contractor*:

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

- Unless expressly stated as a responsibility of the Employer as stated under 3.1.12. Site services and facilities, all residual requirements for the provision of utilities and all items of Equipment necessary for the Contractor to provide the Works remain the responsibility of the Contractor.
- 3.1.28. The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:  
None.
- 3.1.29. Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.30. Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.31. Existing premises, inspection of adjoining properties and checking work of Others
- The Contractor and Project Manager jointly inspect the buildings and other infrastructure adjacent to the working area immediately prior to the commencement of the site operations and agree on the condition of the items inspected. Photographic records must be made of areas of damage.
  - The Contractor shall be held responsible for any damage to existing structures, plant and services, caused by them, their Employees, and Sub-Contractors, fair wear and tear excluded, during the execution of this contract, caused intentionally, accidentally or by negligence and shall repair damage to the satisfaction of the Project Manager before completion of the contract.
- 3.1.32. The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance and in conjunction with the *Project Manager*:
- See item 3.1.31. above
- 3.1.33. The *Contractor* inspects the work of TNPA and TPT with which the *works* interfaces in conjunction with the *Project Manager*.
- See item 3.1.31. above
- 3.1.34. Survey control and setting out of the *works*
- The Works will be set up at Berths D100 & D101. The Contractor is responsible of setting out the Works and for carrying out further surveys as necessary as the work progress.
- 3.1.35. The *Employer* provides the following information and survey controls for the *Contractor*:
- None required for this project.
- 3.1.36. Excavations and associated water control
- Not Applicable for this project.

- The Contractor is to take note that this project is located adjacent to the water edge.

3.1.37. The *Contractor* complies with the following requirements:

- As indicated in this Works Information.

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

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

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

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

3.1.40. Control of noise, dust, water and waste

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

3.1.41. The *Contractor* complies with the following:

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

3.1.42. Sequences of construction or installation

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

3.1.43. The *Contractor* complies with the following:

- As per the manufactures recommendations

3.1.44. Giving notice of work to be covered up

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

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

- Any Works which are to be covered up.

3.1.46. Hook ups to existing *works*

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

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

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

## 3.2. Completion, testing, commissioning and correction of Defects

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

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case

before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

Item of work	To be completed by
As built drawings of Unit Element (UE) 1200 x 1000 E.2.0 rubber fenders.	14 days prior to completion
Performance testing of the works in use as specified in Section 2.5 of this Works Information.	See performance testing requirements in Section 2.5 of C3.1 Employer's Works Information.
Operation Maintenance and Manuals	14 days prior to completion

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

- Repairs to any damages to Port Infrastructure.

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

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

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

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

3.2.5. Materials facilities and samples for tests and inspections

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

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

- None

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

- None.

3.2.8. Commissioning

- Commissioning will be performed prior to completion.

#### 3.2.8.1. Pre – Commissioning

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

#### 3.2.8.2. Cold Commissioning

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

#### 3.2.8.3. Taking over Works for Hot Commissioning

- After successful cold commissioning the completed Works will be taken over by the Employer for the purpose of hot commissioning and then becomes the Employer's

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responsibility in terms of any Health and Safety Regulations pertaining. The Contractor in required to remain in attendance.

#### 3.2.8.4. Hot Commissioning

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

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

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

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

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

#### 3.2.11. Take over procedures

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

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

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

3.2.13. The *Contractor* ensures that the documentation as described under paragraph 2.4 of the *Works Information* is presented to the *Project Manager* before Completion.

3.2.14. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Unit Element (UE) 1200 x 1000 E.2.0 rubber fenders status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.15. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals at the earlier of take-over or Completion.

3.2.16. Where the *Contractor* has presented Maintenance and Operating Manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

3.2.17. Access given by the *Employer* for correction of Defects

- As and when may be required and as determined by the Project Manager at completion.

3.2.18. The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

- The Contractor shall not have sole possession of the Works Area. The Contractor shall cooperate with the Employer's employees, Employers, Port visitors, any other contractor and common users in regard to occupation and access. (As and where applicable)
- The Works will be performed in an operational environment. The Employers, Port visitors, any other contractor and common users will proceed with normal duties during the inspection and maintenance of fenders. The Employers, Port visitors, any other contractor and common users should timeously be notified so that there will be no disruptions to Port business. The Contractor shall liaise with the Project Manager in scheduling work and shall comply with all instructions.
- The Contractor performs the work and cooperates with the Employer who operates on site during the entire duration of the contract.
- The Contractor shall not commit or permit any act that may interfere with the performance of Port operations and shall carry out work in liaison with the Project Manager.

- The success of the Works depends on the effective interaction and cooperation of all parties on site, and it will be necessary to discuss the Contractor's proposed activities and short term programme on a regular basis with the Project Manager to ensure effective cooperation and smooth interface between the activities Contractor's and others working and operating in this area.

#### 3.2.19. Performance tests after Completion

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

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

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

## 4. Plant and Materials Standards and Workmanship

### 4.1. Investigation, Survey and Site Clearance

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

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

### 4.2. Building works

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

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

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

- 4.2.4. Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
- Where the word or expression “Principal Agent” is used, read “*Project Manager*” or “*Supervisor*” as the context requires.
- Where the word or expression “*Contractor*” is used, read “*Contractor*”.
- Where the word or expression “*Engineer*” is used, read “*Project Manager*” or “*Supervisor*” as the context requires.
- Where the Model Preambles for Trades 1999 mention “rates” for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.
- 4.2.5. Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression “bills of quantities” is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.
- 4.2.6. Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer’s Works Information* paragraph 3.1.6 states details of the *Contractor’s* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.
- 4.2.7. Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer’s Works Information*.
- 4.2.8. Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer’s Works Information*.
- 4.2.9. The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer’s Works Information*.

### 4.3. Civil Engineering and Structural Works

- 4.3.1. Where the SANS 1200 series of Specifications are used within the *Works Information*, the following interpretations and meanings shall apply:
- 4.3.2. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer’s Works Information* and specific statements contained elsewhere in C3.1 *Employer’s Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger’s express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.4. Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.4. Electrical & Mechanical engineering works

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

#### 4.5. Process control and IT works

- As per the manufacture’s specifications.

#### 4.6. Other [as required]

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

### 5. List Of Drawings

#### 5.1. Drawings issued by the *Employer*

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

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

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

## SECTION 2

### 6. Management and start up

#### 6.1. Management meetings

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

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

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

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

## 6.2. Documentation Control

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

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

## 6.3. Safety risk management

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

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

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

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

6.3.4. The HSSP is:

- As indicated in 6.3.1

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

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

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

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

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

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

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

- N/A

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

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

- As indicated in 6.3.1

6.3.14. The PSSM specific tasks are:

- As indicated in 6.3.1

6.3.15. The PSPM specific tasks are:

- As indicated in 6.3.1

## 6.4. Environmental constraints and management

6.4.1. The *Contractor* complies with the following:

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

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

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

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

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

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

- Establishment of construction lay down area

- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- N/A

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

- N/A

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

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

The ProjEM specific tasks are:

- N/A

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

- N/A

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

## 6.5. Quality assurance requirements

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

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

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

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

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

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

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

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

## 6.6. Programming constraints

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

6.6.2. The *Contractor* complies with the *Employer's* programme when he submits his first programme.

6.6.3. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format.

6.6.4. The *Contractor* uses Primavera version 8.2 for his programme submissions or a similar programme software package equivalent to Primavera version 8.2 subject to the prior written notification and acceptance by the *Project Manager*.

6.6.5. The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

6.6.6. The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].

6.6.7. The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline

6.6.8. The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

6.6.9. The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

6.6.10. The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

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

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

## 6.7. Contractor's management, supervision and key people

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

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

6.7.3. The CSHEO tasks are:

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

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

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

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

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

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

6.7.6. The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;

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

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

6.7.8. The HSR tasks are:

- N/A

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

## 6.8. Training workshops and technology transfer

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

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

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

- N/A

## 6.9. Insurance provided by the Employer

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

## 6.10. Contract change management

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

## 6.11. Provision of bonds and guarantees

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

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

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

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

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

## 6.13. The Contractor's Invoices

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

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

6.13.3. The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

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

The invoice contains the supporting detail

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

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

6.13.5. Invoices submitted by post are addressed to:

Transnet SOC Ltd

T/A Transnet Port of Ngqura

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

For the attention of Project Manager and Finance Department

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

Invoices submitted by hand are presented to:

Transnet National Ports Authority

1<sup>st</sup> Floor, East Wing, eMendi Admin Building, Port of Ngqura

Neptune Road, Coega, Port Elizabeth, 6001

For the attention of Project Manager and Finance Department

The invoice is presented as an original.

## 6.14. People

### 6.14.1. Minimum requirements of people employed on the Site

- Direct employment of labour is preferred
- Wherever possible, general labour shall be recruited from the communities that are local to the Port of Ngqura.
- Recruitment of labour in and around the site is not permitted.
- Recruitment of personnel already employed within the Port of Ngqura is expressly prohibited.
- All personnel shall provide proof of competency appropriate to their appointment.
- All personnel shall undergo medical examination prior to undergoing site induction and be certified fit to work on the site, with particular reference to working on heights.

### 6.14.2. The *Contractor* complies with the following PIRPMP

#### 6.14.2.1. CONTRACTOR LIABILITY

6.14.2.1.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;

6.14.2.1.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

6.14.2.1.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

6.14.2.1.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

6.14.2.1.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

#### 6.14.2.2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

6.14.2.2.1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

6.14.2.2.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

6.14.2.2.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

- (a) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

(b) The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

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

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

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

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

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

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

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

i. The PIRM specific tasks are:

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

ii. The PIRM specific tasks are:

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

## 6.15. Plant and Materials

16.15.1. Quality

- The Contractor shall ensure that all work done as part of the Works Information shall conform to all applicable manufacturer's recommendations, OH Act requirements and SANS standards & Specifications.

- The Contractor shall be responsible for routine and regular inspections and check on quality of the work being executed, and as per the approved Quality Management Plan for the project.
- 16.15.2. The Contractor provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the Project Manager.
- 16.15.3. Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 16.15.4. The Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the Project Manager and the Supervisor on each occasion where replacement is required.
- 16.15.5. Plant & Materials provided "free issue" by the Employer
- None.
- 16.15.6. The Employer provides the following Plant and Materials for the Contractor to use in the works:
- None.
- 16.15.7. The Plant and Materials provided by the Employer are solely at the risk of the Contractor for inclusion in the works. The Contractor takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the Works Information.
- 16.15.8. The Contractor takes receipt of the Plant and Materials from the Employer in accordance with the following procedure:
- None
- 16.15.9. The Contractor provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the Employer.
- 16.15.10. Contractor's procurement of Plant and Materials
- The Contractor shall keep regular records of their Equipment used on site and the Working areas (distinguishing between owned and hired equipment) with access to such records available for inspection by the Project Manager at all reasonable times.
  - All Plant and Equipment used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist / register shall be implemented which lists the operator's qualifications and medical records.
  - The Contractor complies with the following:

The Contractor shall supply all necessary material, tools, labour, plant, PPE, demarcating signage, as per the latest maintenance regulation and transport required for proper completion of the works.

The Contractor shall submit a comprehensive list of Plant and Equipment intended for use on this contract.

The use of all such Plant and Equipment shall be subject to approval by the Project Manager, through such approval shall not relieve the Contractor of any of their responsibilities under the contract.

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

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

16.15.12. Spares and consumables

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

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

## 6.16. Tests and inspections before delivery

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

## 6.17. Marking Plant and Materials outside the Working Areas

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

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

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

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

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

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

- The Contractor shall notify the PSSM 24 hours in advance prior to bringing new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.
- The Contractor shall inspect the Equipment on a daily basis prior to use in accordance with statutory regulations and legislation.
- The Contractor shall ensure that all Equipment complies with statutory requirements (Construction Regulations / Occupational Health and Safety Act) and with the Health and Safety standards.

## **6.19. Preparation of post Completion contracts**

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

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

## PART C4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

### Note:

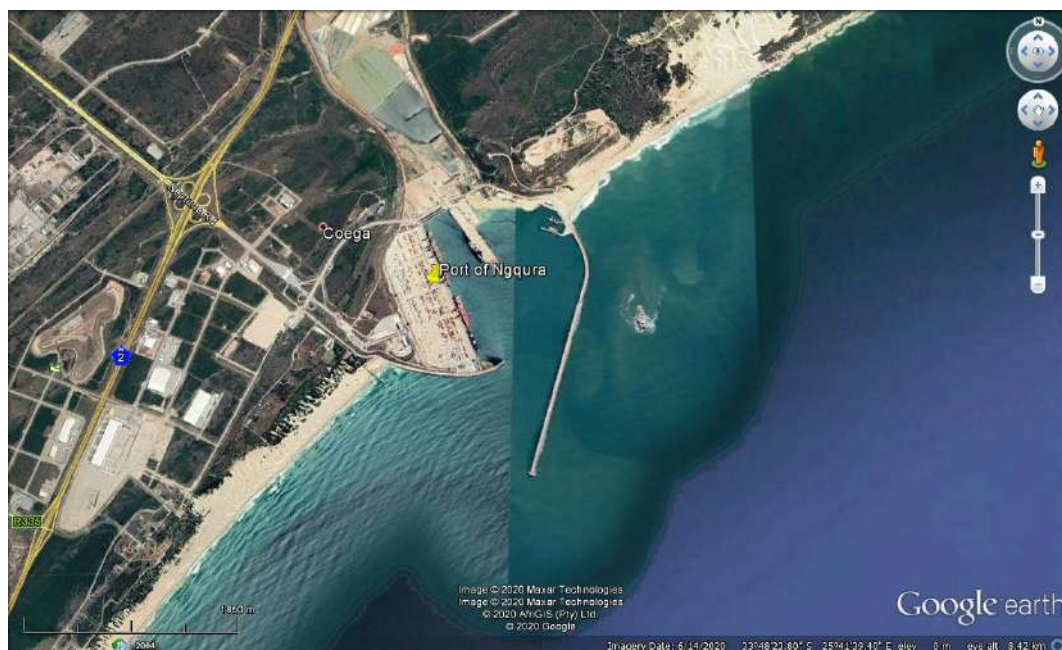
**The Contractor is cautioned that the information contained in the Site Information section (Part C4) is limited and is by no means to be taken as conclusive. It is merely to give the Contractor an indication of the site and typical conditions that can be expected in the area. The Contractor is to take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

### Description of the Site and its surroundings

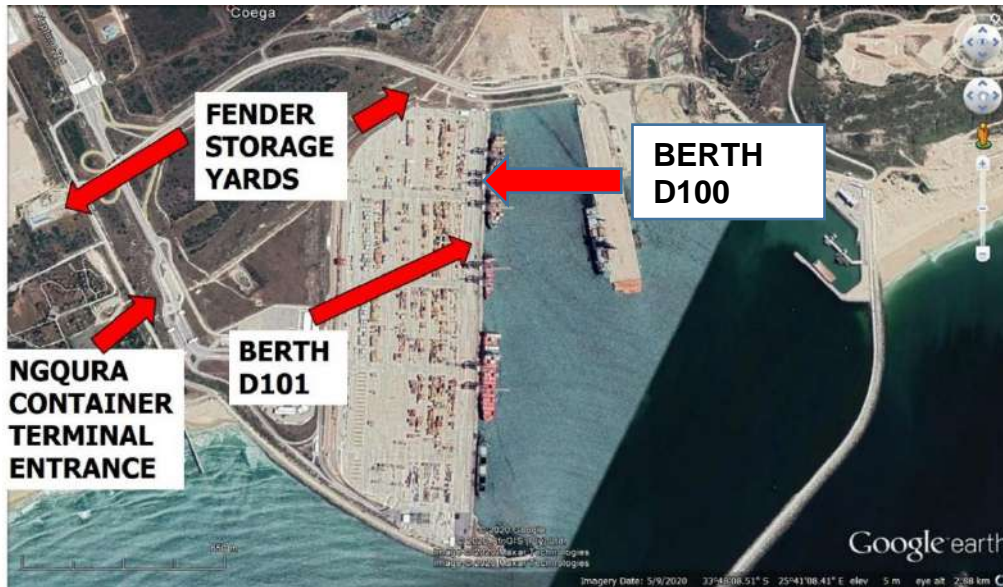
#### General description

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

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



**Figure 1: Port of Ngqura Location**



**Figure 2: Location of Berth and Storage Yards**

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

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

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

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

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

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

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

The project site for this project is located at:

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

TRANSNET NATIONAL PORTS AUTHORITY

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

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

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- 33° 47' 50" S, 25° 40' 48" E

### **Subsoil information**

N/A

### **Hidden services**

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

### **Other reports and publicly available information**

#### **Weather Conditions**

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

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