

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:

Inspection, Testing, Maintenance and Servicing of Passenger and Goods/ Lift Equipment in the Port of Ngqura for a period of thirty-six (36) months.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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 Service 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 of award.

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

(Insert name and address of organisation)

Name & signature of witness _____

Date _____



Transnet National Ports Authority

Contract Number: TNPA/2022/02/0117/RFQ

Description of Works: Inspection, Testing, Maintenance & Servicing of the Lifts at the Port of Ngqura for a Period of thirty-six (36) Months

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

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

Transnet National Ports Authority

Contract Number: TNPA/2022/02/0117/RFQ

Description of Works: Inspection, Testing, Maintenance & Servicing of the Lifts at the Port of Ngqura for a Period of thirty-six (36) Months

Name &
signature of
witness

Date

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is: Address	<p>Transnet SOC Ltd</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p>
	Having elected its Contractual Address for the purposes of this contract as:	<p>Transnet SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority eMendi Admin Building, Klub Road Port of Ngqura 6001</p>
	Tel No.
10.1	The <i>Service Manager</i> is (name):	Thandekile Bomali

	Address	1st floor eMendi Building
	Tel	041 507 8671
	e-mail	Thandekile.Bomali@transnet.net
11.2(2)	The Affected Property is	eMendi Building , ACB Building and Port Control Building.
11.2(13)	The <i>service</i> is	Inspection, Testing, Maintenance & Servicing of the Lifts at the Port of Ngqura for a Period of 36 Months.
11.2(14)	The following matters will be included in the Risk Register	All risks identified as per the Part C3: Service Information
11.2(15)	The Service Information is in	Part C3: Service Information
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 (two) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	04 July 2022
30.1	The <i>service period</i> is	Thirty-six (36) months
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data required for this section of the conditions of contract



7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	None
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
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:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 (Four) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	

If no *Adjudicator nominating body* is entered, it is

The Association of Arbitrators (Southern Africa)

W1.4(2) The *tribunal* is:

Arbitration

W1.4(5) The *arbitration procedure* is

The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is

Port Elizabeth, Eastern Cape, South Africa

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is

One Month before Tender Closing Date.

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for
0.30	Labour (People)

Index prepared by
The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.



		0.36	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.03	Material (Mechanical)	The "Mechanical Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.15	Non-adjustable	
X2	Changes in the law	No additional data is required for this Option		
X4	Parent company guarantee	No additional data is required for this Option		
X13	Performance bond			
X13.1	The amount of the performance bond is	R		
X17	Low service damages			
X17.1	The <i>service level table</i> is in			
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.		

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	3 years after the end of the <i>service period</i>.

X19 Task Order

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	days of receiving the Task Order
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Z Additional conditions of contract

Z1 Obligations in respect of Termination

Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA



Z2.1	<p>Transnet 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:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. - 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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Z4 Protection of Personal Information Act

Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:
21.1	The plan identified in the Contract Data is contained in:
24.1	The key persons are:	
	1 Name:
	Job:
	Responsibilities:
	Qualifications:
	Experience:
	2 Name:
	Job:
	Responsibilities:
	Qualifications:

Experience:

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CV's (and further key person's data including CVs) are in

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is	R

Part C2: Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	2-6
		6

C2.1 Pricing Instructions: Option A

The conditions of contract

How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified and defined terms

11

11.2

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

Measurement and Payment

The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities, which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

The *Contractor's* detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed. The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Lifts Inspection, Testing, Maintenance and Service

These are the following lifts that need to be serviced:

ITEM NO.	DESCRIPTION OF GOODS /SERVICES	UNIT OF MEASURE	QTY	RATE	TOTAL PRICE
1.	Preliminaries and General				
1.1	Preparation, adherence to and submission of safety file	each	1		
1.2	Statutory 24 months lift status inspection and report				
1.2.1	A once-off comprehensive lift inspection carried out by an independent registered lift inspector accredited by the SANAS Accredited Inspection Body.	each	10		
1.2.2	A comprehensive quality, safety and compliance report on the current condition of the lifts, submitted by the independent Lift inspector for each lift separately	each	10		
2.	Routine Monthly Preventative Maintenance	Unit of Measure	Qty	Rate	Total Price
2.1(a) eMendi Building	Schindler ELE731 Goods lift 1780736 (1000 kg) year of installation 2017 – B1,B2,G+5	Month	36		
2.1 (b) eMendi Building	Schindler ELE732 Passenger lift 1780730 (1000 kg) year of installation 2017 – B1,G+5	Month	36		
2.1 (c) eMendi Building	Schindler ELE733 Passenger lift 1780735 (1000 kg) year of installation 2017 – (B1,B2,G+4)	Month	36		
2.2 (a) Port Control	OTIS Passenger lift 72NE7432(1000 kg) year of installation 2010	Month	36		
2.3 (a) Admin Craft Basin (ACB)	OTIS Passenger lift 7NE002 (1000 kg) year of installation 2019	Month	36		

3.	Emergency Maintenance And Rescue	Unit of Measure	Quantity	Rate	Total Price
3.1	All-inclusive emergency call-out and rescue efforts within 1 hour where any persons are trapped inside the lifts	sum	1		
3.2	Comprehensive emergency breakdown report	sum	1		
4.	Corrective maintenance repairs	Unit of Measure	Quantity	Rate	Total Price
	Labour - normal time				
	Engineer	Per/hr	Rate only		
	Lift Inspector	Per/hr	Rate only		
	Lift Technician	Per/hr	Rate only		
	Technician assistant	Per/hr	Rate only		
	Supervisor	Per/hr	Rate only		
	Labour - after hours				
	Engineer	Per/hr	Rate only		
	Lift Inspector	Per/hr	Rate only		
	Lift Technician	Per/hr	Rate only		
	Technician assistant	Per/hr	Rate only		
	Supervisor	Per/hr	Rate only		
	TOTAL TENDER PRICE for 3 years [1 - 4] [Excl Vat]				

Part C3: Service Information

Service Information

1. Description of the Service and Executive Overview

Transnet National Ports Authority (TNPA) is equipped with five (5) lifts installed in the port's buildings. The type of lifts installed includes passenger lifts and goods lift. These lifts need to be serviced and maintained regularly to ensure that they are kept in good condition and are safe for lift users.

The Works are for the Preventative Maintenance, Service, Repairs and Statutory Inspection to Lifts. The required services and maintenance are for a period of thirty-six months (36). All works conducted must comply with the Original Equipment Manufacturer requirements and Occupational Health and Safety Act (85 of 1993).

2. Scope overview

The Port of Ngqura has three (4) passenger lifts, one (1) goods lift that must be maintained. In order to comply with the Lift, Escalator and Passenger Conveyor Regulations framed under Section 43 of the Occupational Health and Safety Act (85 of 1993), maintenance of the lifts is a mandatory requirement.

2.1. The Contractor shall be competent to carry out all works as required in terms of this contract and Contractor must be authorized to work on following lifts:

- eMendi Admin Building - Two Passenger lift at (Schindler Lift), installed 2016
- eMendi Admin Building - One goods lift at (Schindler Lift), installed 2016
- Port Control building - One Passenger lift at (OTIS Lift), installed 2010
- Admin Craft Basin (ACB) building - One Passenger lift at (OTIS Lift), installed 2019

2.2. The scope of work for this contract shall include but not limited to the following:

- The Contractors must provide a Preventative maintenance service as per the OEM's maintenance and operating specifications.
- The Contractor shall inspect service, repair and maintain the lifts under this contract at various TNPA buildings to meet their functional requirements. Only OEM Spares, materials, equipment and appliances shall be used. In the event of limited supply, the exception of alternative reputable suppliers must first be cleared with the Employer.

- The Contractor shall maintain the lifts and escalators as per OEM specification, SANS 53015, and SANS 1545-1.
- All the work shall comply with legal and statutory requirement, Occupational Health and Safety Act 85 of 1993 – Lift Escalators and Passenger Conveyors Regulations.
- All maintenance activities shall be recorded. These records shall be available for Inspection by Employer in a Record Book, at all time. The Records book must be kept updated by the Contractor and stored on site in the locked machine compartment, available at any time for inspection/review.
- Maintenance shall be carried out during normal working hours Monday to Friday, with exception of emergency breakdown, where response to call out may be after hours/weekends
- The Contractor may not perform any modification to a lift or escalator without prior approval from the Employer. The Contractor shall identify the risk for any required modifications and inform the Employer thereof in writing for approval. The Contractor shall provide the Employer with mitigations to minimise the risks where required.
- The Contractor shall compile and submit for the Employer's approval, a Safety Health and Environmental (SHE) File.
- The Contractor shall submit a monthly maintenance service dockets to Employer on completion of each elevator service visit. This docket shall be handed to the Engineer in the building.
- TNPA reserves the right to conduct independent lift inspections as and when it deems this necessary. If required, the Contractor shall attend such inspections at no additional cost to TNPA.
- The Contractor shall be responsible for rectification of all defects identified during the independent inspections.
- The Contractor shall present monthly Status Maintenance Report to the Employers Representative.
- The Contractor shall provide sufficient qualified technical staff and safety personnel to ensure the Works under this contract be carried out safety in meeting the performance targets and programmes.
- The Contractor shall provide a lift and escalators Monthly Report in connection with all lift stoppages, defects and call backs to the Employer.

- The Contractor in conjunction with Employer shall prioritise repair of operational and maintenance if and when they arise. The Contractor shall be responsible for all minor and major repairs needed to keep the lifts and escalators in a reliable, safe and running condition.

	SERVICE / DUTIES	FREQUENCY
1.	Routine Maintenance :	Monthly
	Monthly routine service must be conducted as per OHS Act No. 85 of 1993 and Applicable relevant SANS codes	
	<p>Works to be undertaken by the Contractor shall include but not limited to the following:</p> <ul style="list-style-type: none"> • Check enclose of the lift well • Check the landing doors, cars doors, closing effort, kinetic energy device and reversal device • Check interlocks on landing doors and car doors • Check the door fastenings and surrounds • Check stairwell and surroundings • Check chair/platform and safety devices • Check car and counterweight guide fixings, buffers and interior of the lift well • Check over-running devices and floor levels • Check suspension ropes or chains and attachments • Check safeties (i.e. arrangement for preventing the fall of the car and counterweight • Check the brake and traction • Check the condition of piping • Check hydraulic system • Check all electrical equipment • Check if steels are painted and derusted • Check if top car and bottom car is clean • Check if pit is clean • Test run the all the lifts and report all detected deficiencies. • The Contractor shall compile detailed reports for every maintenance conducted. 	

2.	Six Monthly Service:	Six-Monthly
	Six-Monthly service of the lift must be conducted as per OHS Act No. 85 of 1993 and Applicable relevant SANS codes	
	<p>Works to be undertaken by the Contractor shall include but not limited to the following:</p> <ul style="list-style-type: none"> • Examining of the lifts such as servicing of the suspension ropes • The Contractor shall compile a detailed report for every maintenance conducted. 	
3.	Annual Service:	Annual
	Annual service of the lifts must be conducted as per OHS Act No. 85 of 1993 and Applicable relevant SANS codes	
	<p>Works to be undertaken by the Contractor shall include but not limited to the following:</p> <ul style="list-style-type: none"> • Safety gear • Buffers • Over speed safety governor • The Contractor shall compile a detailed report for every maintenance conducted. 	
4.	Parts Replacement/Repairs	On Request
	<p>Replacement/Repairs must be conducted as per OHS Act No. 85 of 1993 and Applicable relevant SANS codes.</p> <p>The Contractor shall provide parts and labour to replace or repairs shall include but not limited to the following:</p> <ul style="list-style-type: none"> • Door locks, door contacts and door operators • Door closing mechanism • Align the landing doors • Alarm systems • Repair/replace intercom system • Replace the counterweight • Refill hydraulic oil • Switches and holders • Relays • Liner circuits • Readers and tapes • Proximity 	

	<ul style="list-style-type: none"> • Cable and wiring (generator) • Breaks and liners • Overload • Install lift signage • Correct the floor levels • Moving parts or parts subjected to normal wear and tear, springs flexible conductors and selectors • Brakes and governor • Detectors • Car operating panel • Brushes for motors • Suspension ropes, governor ropes, AC motors, Trailing cables and gearboxes • Lubrication and cleaning material • Replace guards over sheaves • Re- paint and derusted steels <p>All relevant components for day to day of operation of the lifts</p>	
5.	Fault Call outs	On Request
	This service includes a call out for emergency repairs required for any fault on a lifts. The Contractor will submit a fault report and an estimate price including, labour and material costs to service or repair the fault.	

3. Corrective maintenance

- 3.1. Corrective maintenance of the equipment shall be executed in accordance with the manufacturer’s guidelines. The service provider shall inspect and check all equipment, materials, systems and installations for any pending breakdowns, maladjustments, misalignments or anomalies of equipment. The contractor shall report to the Transnet representative in order to take action to correct such deficiencies.
- 3.2. The service provider shall carry out corrective maintenance which will be repair work initiated by a breakdown. These breakdowns may not necessarily cause the lift to be stopped. It may also be a critical malfunction of any part of the lift that may cause the lift to be stopped or that may need to urgently be stopped.

- 3.3. The Corrective action that is to be taken shall be informed by the Scheduled preventative maintenance, breakdowns, test report results, deterioration of equipment, indications of possible failures, corrective requisitions from the Transnet representative or any other deficiencies that have been detected or may have arisen.
- 3.4. The service provider shall ensure that there are necessary spares, equipment and tools for the corrective maintenance.
- 3.5. Costs for Corrective maintenance shall not form part of the 'Monthly cost'
- 3.6. The following process shall be initiated to undertake CORRECTIVE MAINTENANCE activities:
 - Following a call from Transnet National Ports Authority, the Service provider shall respond to the breakdown and ensure to place the lift in a state that is safe and will not cause harm to persons or damage to the equipment itself.
 - Service provider shall place clear signage and barriers indicating that the lift is out of order
 - Service Provider will assess the situation and submit a report and recommendation on Corrective action to be taken
 - Accompanying this recommendation shall be a complete quotation from the Service provider for the corrective works
 - Transnet Representative will review and approve the quotation
 - A separate purchase order, covered under this contract, will be submitted to the Service Provider to commence with the corrective action.
 - The Service provider shall submit an invoice that will be processed by Transnet at the end of the calendar month.

SUMMARY

1. Staff Requirements and Supervision

1.1 The Contractor shall provide the staff for the execution of the Service which shall be supervised by means of regular inspections by a Supervisor of the Contractor who is expected to:

- have a thorough knowledge of the various tasks, equipment and material
- to be able to properly train and manage employees in their individual tasks

1.2 The Contractor shall at all times ensure that all staff have been provided with uniforms/ PPE and will have visible identification.

2. Equipment, Material & Consumables

2.1 The supply of all tools, plant, equipment, and general materials necessary to carry out the work shall be the responsibility of the Contractor unless otherwise specified in the contract agreement.

2.2 All 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.

2.3 Where it is necessary for equipment to be left parked on roads after working hours, the Contractor shall supply red/orange flashing lights of an approved type, or alternatively make arrangements to hire the lights at his expense.

2.4 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

3. Workmanship

3.1 The Contractor shall stock sufficient original equipment spares to ensure that downtime is kept to a minimum.

3.2 All the parts shall keep adequate stocks on site within 24 hours for replacement/rectification of the works.

3.3 The Contractor shall only use competent personnel as defined in the Lift, Escalator and Passenger Conveyor Regulations of the Occupational Health and Safety Act (No. 85 OF 1993) to carry out all work required in terms of this contract and shall be in possession of all maintenance and instruction manuals as well as other technical data required.

3.4 Workmanship shall be of the highest standard and only new materials and spares of the highest quality shall be used. All replacement parts shall be sourced from the original manufacturer.

3.5 Under no circumstances will TNPA permit the use of non-standard parts on any lift installation.

3.6 Under no circumstances is the Contractor allowed to tamper, add, modify, change any components, wiring, electronics on any lift installation without the approval of TNPA.

3.7 The inspection, testing, maintenance and servicing of the EQUIPMENT shall be supervised by the Engineer or delegated alternate.

4. Site Information

4.1 The Contractor shall take all the necessary precautions to protect the public and the property and workmen of Employer, and all other persons, from injury or damage during the progress of the work.

4.2 During the term of this contract, any unauthorised person(s) whatsoever (other than the Contractor) shall not be permitted to do any work whatsoever on the EQUIPMENT for which the Contractor is responsible in terms of this contract.

4.3 The Contractor shall permit the Engineer to inspect the work being done by the Contractor on the EQUIPMENT at any time.

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

4.4.1 The Contractor must attend the site briefing to familiarize himself/herself with the nature of the work, the conditions under which the work is to be performed, the means of access to the site, any limitations or other authorities;

4.4.2 The Contractor must attend Employer induction training and retain proof of induction for period of project and keep a copy on the safety.

4.4.2 The Contractor is responsible for ensuring where applicable permit to work is issued prior to any onsite work.

5. Working Hours

5.1 The Employer shall be entitled to call the Contractor out after normal working hours (including weekends and public holidays), at no extra charge, when the attendance of the latter is deemed by the former to be necessary and the latter shall attend when so called out.

5.2 The Contractor shall issue a monthly schedule activities to the Employer notice of the dates when they intend to undertake lift maintenance services/lift inspections.

5.3 The Contractor is required to respond to all calls on the same day that a fault is reported. A Lift Fault Record book shall be provided on site by the Contractor for recording of lifts faults. The Contractor must keep Fault Record books in the safe and secure location.

5.4 The Contractor shall ensure that attendance to the call-out includes recording full details of the action taken to repair the fault in the Lift Fault Record book.

6. Waste Disposal

All waste generated by the Contractor shall be disposed at an accredited waste disposal/recycle site and relevant disposal certificates shall be issued to the Employer.

7. Applicable Standards

The installation of lift components must comply with the following:

- SANS 53015 – Maintenance for lifts and escalators - rules for maintenance instructions
- SANS 10360 – The standard for maintenance and repair of electric and hydraulic powered lifts, escalators and passenger conveyors.
- SANS 1545-1–The specification for lifts: Safety rules for the construction and installation of lifts, for Electric lifts.
- SANS 1545-4 – The specification for lifts: Safety rules for the construction and installation of lifts, for lift for persons with physical disabilities (vertical platforms).
- SANS 10142-1 – Wiring of premises, for Low-voltage installation.

8. Training and technology transfer

The Contractor shall provide skills transfer on lift maintenance.

9. Safety risk management

9.1 All Occupational Health and Safety Act Regulations pertaining to the work being carried out must be adhered to. The Contractor shall be responsible for the precautions and measures to ensure the health and safety of all individuals on the Site and temporary areas (if applicable) outside of the Site, but utilised by the Contractor, with the prior approval of the Employer.

9.2 The Employer's employees and Contractors (including their employees) shall always be supervised by a competent Supervisor appointed in writing in terms of the regulations of the Occupational

Health and Safety Act and made aware of his responsibilities. The Contractor shall adhere to all the Health and Safety requirements as stipulated on the Employer's Health and safety specification.

9.3 The Contractor is required to submit a Safety, Health and Environmental (SHE) file to the risk department for assessment and approval. SHE File is always to be kept on site. The file must contain amongst others the following(Contractor's Obligation):

- Principal Contractors/Contractors Organogram
- Letter of Good Standing with Compensation Fund
- General Liability Insurance (Summary of Policy)
- Notification Letter of Construction Work ~ Department Of Labour (If Applicable)
- Appointments (Inclusive of legal appointments)
- Contractor Induction: Employees and Visitors
- Principal Contractor's SHEQ Policy
- Health & Safety Plan
- Fall Protection Plan inclusive of Fall Protection Risk assessment (If Applicable)
- Risk Assessments (inclusive of action plan to manage controls)
- Method Statements
- Safe Operating Procedures
- Incidents / Accidents Register and Investigation Report Template
- Emergency Contact Telephone Numbers
- Contractor Site Emergency Plan (For Site establishment)
- Documented Proof of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers
- Welfare Facilities arranged
- Electrical Compliance (COC) (If Applicable)
- Mandatory Agreement (TIMS Section 37(2) Agreement

The Contractor shall include the following COVID-19 requirements on the SHE file:

- COVID-19 Risk assessment
- COVID-19 Risk assessment Action plan
- Contractor COVID-19 induction Training
- COVID-19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)

- Appointment of COVID-19 Manager/Representative
- COVID-19 Operational Plan(include Return to work questionnaire, COVID-19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitising and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications). • COVID-19 Registers and Checklists

Contractor shall be responsible for the supply and use of the following PPE:

- SABS approved Safety Protective and Occupational Footwear,
- SABS approved Acoustics - Hearing Protection,
- Eye protection - glasses, goggles and face shields as required,
- SABS approved Occupational Protective Helmets,
- Full length work clothes, long sleeved and long pants on the berth areas,
- Life jackets if working within 2m of the quay edge,
- Any specialized protective clothing which is standard work practice as referred to in their Contract.
- SABS approved and calibrated gas meters for confined spaces.

10. Environmental constraints and management

10.1 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.

10.2 The Contractor shall submit an Environmental Management Plan (EMP) to be included in the SHE File. The EMP must include, but not limited to the following sections detailing the environmental risks/possible impacts and management controls (mitigation measures) pertaining to the risks listed in the section:

- Site establishment including contractor's site camp
- Protection of sensitive/no-go areas
- Management of hazardous chemicals and flammable substances
- Pollution control & Spill response
- Waste Management
- Environmental education and awareness
- Protection of marine species and birds
- Removal of project waste and debris from the marina waters
- Decommissioning of site camp
- Monitoring and auditing

- Record keeping

10.3 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 in Employer's Plan.

10.4 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.

10.5 Where applicable, the Contractor ensures that he appoints a suitably qualified Subcontractor, to be approved by the Service 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.

10.6 The Contractor shall, in particular, comply with the following Acts and publications:

10.6.1 The Compensation for Occupational Injuries and Diseases Act (COID), No. 130 of 1993; The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the COID Act.

10.6.2 The Contractor is in terms of section 37(2) of the Occupational Health and Safety Act No. 85 of 1993, deemed to be an employer in his own right with duties as prescribed in the OHS Act, and agrees that all work done, and machinery and plant used, shall comply with the provisions of the OHS Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2), Act No. 85 of 1993, the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

10.6.3 In addition to compliance with sub-clause 6.2 and 7.2 hereof, the Contractor shall report all accidents in writing to the Engineer. Any accident resulting in the death of or injury to any person on the installation covered by this contract shall be reported within 24 hours of its occurrence and any other accident shall be reported within 48 hours of its occurrence.

11. Quality of Materials

11.1 All 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 Service Manager.

- 11.2 Where Materials for inclusion in the works originate from outside the Republic of South Africa, all such Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 11.3 The Contractor replaces any Materials subject to breakages (whether in the Working Areas or not) or any Materials not conforming to standards or specifications stated and notifies the Service Manager and the Supervisor on each occasion where replacement is required.
- 11.4 All Materials shall have a warranty period of 12 months.

12. Contractor's Invoices

- 12.1 The Service Manager certifies payment following an assessment date, the Contractor complies with the Employer's procedure for invoice submission
- 12.2 The invoice must correspond to the Service Manager's assessment of the amount due to the Contractor as stated in the payment certificate.
- 12.3 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

The Contract number (as stipulated in the contract)

The invoice contains the supporting details but limited not limited to the following:
 - Detailed works that were conducted including all the materials and spares used.
- 12.4 The invoice is presented either by email, post or by hand delivery.
- 12.5 Invoices submitted by post and hand deliveries are addressed to:

Transnet SOC Limited

T/A Transnet National Ports Authority Port of Ngqura

P O Box 612054, Bluewater Bay, Port Elizabeth, 6212, South Africa

For the attention of the Service Manager

- 12.6 The invoice is presented as an original.
- 12.7 All payments are provisional and subject to audit. The Contractor preserves his records for such a period as legislation requires, but in any event not less than five (5) years.

12.8 The Employer deducts any amount owed by the Contractor to the Employer from any amount payable by the Employer to the Contractor.

13. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting and scope clarification	Within 1 week before contact award	eMendi building	Service Manager, Supervisor, and Contractor
Risk register and compensation events	Three Monthly	eMendi building	Service Manager, Supervisor, Risk Specialist ,Environmental Specialist and Contractor
Safety Meeting	Bi- Monthly	eMendi building	Service Manager, Supervisor, Risk Specialist ,Environmental Specialist and Contractor

13.2 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.

14. Contract Change Management

14.1 For ease of communication, standard templates shall be used for contract change management. The Contractor shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates provided.

14.2 Records of Time Charge, Payments & Assessments of Compensation Events to be kept by the Contractor

14.3 The Contractor shall keep the following records available for the Service Manager to inspect:

- Records of Sub-Contractors appointed by the Contractor
- Records of people and equipment within the working areas
- Records of equipment used and people employed outside the Working Areas
- Records of quotations, invoices and pay slips

Part C4: Site Information

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

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 30km outside of Port Elizabeth in the Easter Cape and consist of a container terminal with 4 berth, 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.

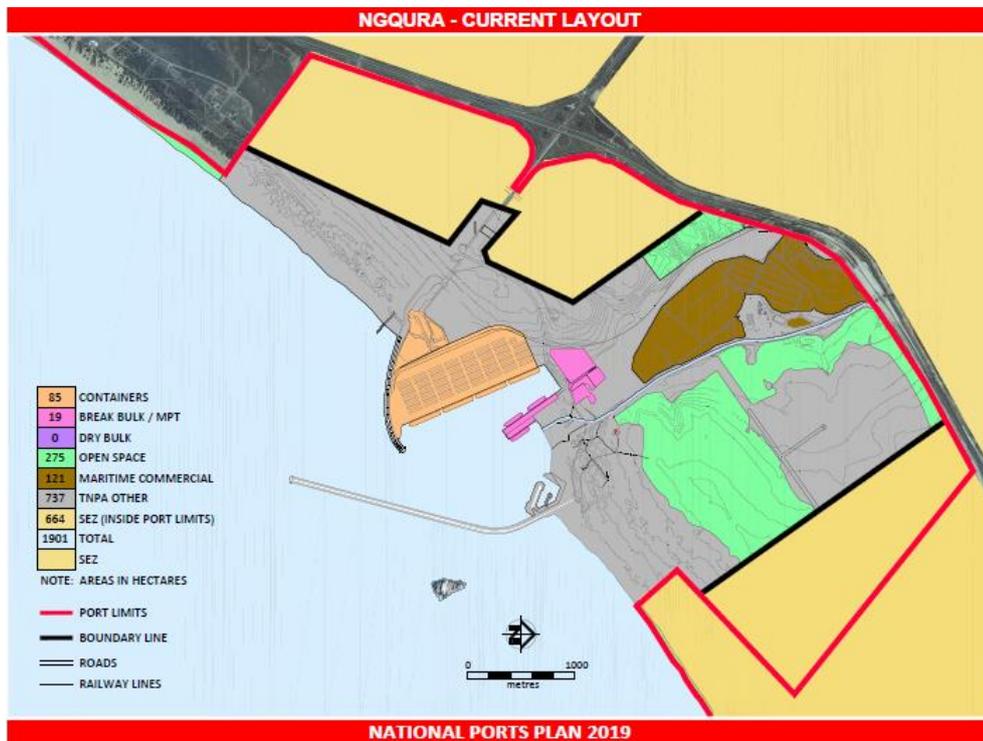


Figure 1: Port of Ngqura Current Port Layout

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.

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

As built drawings for buildings will be provided to the *Contractor* “as and when” required. The buildings to be covered through this contract includes **only** the following Transnet National Ports Authority Buildings:

- eMendi Admin Building (-33.795928° latitude, 25.677447° longitude)
- Port Control Building (-33.791164° latitude, 25.688499° longitude)

- Admin Craft Basin (ACB) Building (-33.795122° latitude, 25.694958° longitude)

Hidden services

The buildings where works need to be conducted consists of underground services such as water pipes and electrical cables, and including services within building walls. The contractor should ensure that they do not damage any nearby services.

Port Operations

The Contractor shall take note that the buildings in which the services are provided are operational buildings. Access via lifts allows for continuation and ease of conducting business in the Port. The contractor shall ensure at all times that the maintenance works required does not disrupt or cause any inconvenience to Port Operations.

The Contractor shall also ensure that the safety of all users in the building is maintained at all times.

Weather Conditions

Not applicable. All work will be done within enclosed buildings.

Site Access and Site Facilities

Site Access

- Access to the site can be gained via the N2, onto Neptune Road, past the Port Entrance Plaza, first left onramp on to Klub Road.
- The eMendi Building is located off Klub Road, 600m past the onramp.
- The Port Control Building is located at the end of Klub Road, 3.6km past the onramp.

Contractor's Camp

Not applicable.

Site Facilities

The *Contractor* may only make use of the general public toilets within the areas were the *Services* are to be conducted.