

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

For the study of the development of new Dry Dock facility in the Port of Durban for a period of five (5) months.

The tenderer, identified in the Offer signature block, has 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.

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 *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Consultant* 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 Services

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 and *conditions of contract* 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 of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) 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)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1
2

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 <i>tenderer</i>:	For the <i>Employer</i>
Signature
Name
Capacity
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC (Ltd)
Name & signature of witness
Date



Transnet National Ports Authority

Tender Number: TNPA/2023/03/0002/25990/RFP

Description of the Services: For the Study for the Development of New Dry Dock Facility in the Port of Durban for a Period of Five (5) Months.

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	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein JOHANNESBURG 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority 237 Queens Warehouse, Mahatma Gandhi Road Port of Durban 4001



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11.2(9)	The <i>services</i> are	For the study of the development of new Dry Dock facility in the Port of Durban for a period of five (5) months	
11.2(10)	The following matters will be included in the Risk Register	Not Applicable	
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
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	1 (one) week	
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	Part of the Site	
		1 Various areas around the Dry-Dock Facility	TBA
		2 Private Ship Repair Facilities	TBA
		3	
3	Time		
31.2	The <i>starting date</i> is	16 October 2023	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	15 March 2024	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Professional Services Provider shall clearly document and present to the Employer all assumptions, constraints and limitations of their assessment, validations, advice, and proposed layouts.	TBA
		2	
		3	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	



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4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	26 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	20th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	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.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank (RMB)	
6	Compensation events	No additional data required for this section of the conditions of contract.	
7	Rights to material	No additional data required for this section of the conditions of contract.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination



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failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	0 Weeks
Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	



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81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services</p> <p>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
82.1	The <i>Consultant'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	<p><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></p>
9	Termination	No additional data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> 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 (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal Province, South Africa



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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

X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .
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X10 The Employer's Agent

X10.1	The <i>Employer's Agent</i> is	
	Name:	Dumisani Mkhize
	Address	Queens Warehouse, 237 Mahatma Gandhi Road, Port of Durban 4000
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.

Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Obligations in respect of Joint Venture Agreements



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Z1.1	<p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</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 <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; <ul style="list-style-type: none"> • Written confirmation by all of the constituents: <ul style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> i. 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; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2	<p>Insert additional core clause 21.6</p> <p>21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z2	Additional obligations in respect of Termination



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Z2.1	<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</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 • repudiated this Contract
Z2.2	<p><i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p>
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action



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Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	



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Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.



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Z11 ***Employer's Step-in rights***

Z11.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
Z11.2	The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.



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Description of the Services: For the Study for the Development of New Dry Dock Facility in the Port of Durban for a Period of Five (5) Months.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-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 151 to 159 of the PSC3 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>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the services is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate



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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A Priced contract with activity schedule			
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	(in figures)
		(in words), excluding VAT
G Term contract			
11.2(25)	The <i>task schedule</i> is in		

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	1

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

- | | | |
|-------------------------------------|------------|--|
| Identified and defined terms | 11
11.2 | (14) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract. |
| | | (15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work. |
| | | (18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract. |

1.3 Measurement and Payment

- 1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.
- 1.3.3 The activity schedule work breakdown structure provided by the *Consultant* is based on the activity schedule 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 activity schedule work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**
- 1.3.4 The *Consultant's* detailed activity schedule summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

- 1.3.6 All disbursement costs should include flights, car hire, accommodation, meals, office stationery etc. for the duration of the project. It is assumed that the disbursements will cover for all escalation, fuel, etc that might be experienced during the project.

C2.2 Activity Schedule

The details given below serve as guidelines only and the *Consultant* may split or combine the activities to suit his particular methods.

Activity No.	Activity	Price of each activity
A	Project Management and Coordination	
A.1	Reporting and documentation	
A.1.2	Disbursements	
A.1.2.1	Travel – all travel costs to be included	
A.1.2.2	Accommodation – all accommodation costs to be included	
A.1.2.3	Administration fees	
	Sub Total of the Prices	
B	Prepare and complete a Front-End Research Report (FER)	
B.1	Develop a Bayhead Ship Repair/Building Precinct Development Framework plan.	
B.2	Determine Ship Repair/Building Demand Forecast	
B.3	Define the spatial requirement in order to accommodate the vessels calling	
B.4	Conduct commercial viability, analysis of the following (Financial, Economic & Potential job creation)	
B.5	Conduct a multi-criteria analysis	
B.7	Reporting and documentation	
	Sub Total of the Prices	
C	Develop Engineering concepts with artist impressions, Order of Magnitude Cost Estimates and Drawings	
C.1	Reporting and documentation	
	Sub Total of the Prices	
D	Total of the Prices (Excluding 15% VAT)	
	VAT@15%	
	Total of the Prices (Including VAT)	

Transnet National Ports Authority

Tender Number: TNPA/2023/03/0002/25990/RFP

Description of the Services: For the Study of the Development of New Dry Dock Facility in the Port of Durban for a Period of Five (5) Months.

SCOPE OF WORK

Document reference	Title	No of pages
C3	Scope of Work	19
	Total number of pages	22

Transnet National Ports Authority

Tender Number: TNPA/2023/03/0002/25990/RFP

Description of the Services: For the Study of the Development of New Dry Dock Facility in the Port of Durban for a Period of Five (5) Months.

Glossary

PoD	Port of Durban
TNPA	Transnet National Port Authority
<i>EBH</i>	Elgin-Brown and Hammer
SAS	South African Shipyards
HDSA	Historically Disadvantaged South Africans
PSP	<i>Professional Service Providers</i>
NEC	New Engineering Contract
SHE	Safety, Health and Environment
FEL	Front-End Loading
MCA	Multi-Criteria Analysis
PSP	<i>Consultant</i>
GR	Gate Review
TFR	Transnet Freight Rail
TGC	Transnet Group Capital
TNPA	Transnet National Port Authority
TPL	Transnet Pipe Lines

Transnet National Ports Authority
Tender Number: TNPA/2023/03/0002/25990/RFP
Description of the Services: For the Study of the Development of New Dry Dock Facility
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Scope of Work

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1 *Executive summary*

The purpose of this project is to undertake a detailed review study of providing a new dry-docking facility capable of accommodating larger vessels up to 14000 TEU calling in the Port of Durban at the Bayhead/Ship Repair Precinct for ship repairing services and ship building.

2 *Background and Need*

The port of Durban is the busiest port in the Southern Hemisphere with its hinterland in Gauteng and is operated as landlord port by Transnet National Port Authority (TNPA). The Port of Durban serves the KwaZulu Natal province and the Gauteng region as well as the Southern African hinterland.

The main commodities handled in Port of Durban are containers, automotive, liquid bulk and dry bulk and break bulk cargoes. The Port of Durban has generally experienced growth in volumes since the development of the Durban Container Terminal in 1977. The port has been divided into five precinct; a well-developed cruise industry and auto industries at the Point Precinct; a multi-cargo break bulk and dry bulk operations at the Maydon Wharf Precinct; a container handling (Pier 1 and 2) Container Precinct and a sustained liquid bulk sector at Island View Precinct.



Figure 1: Port of Durban

Bayhead Precinct derives most of its revenue from leasing land with 147 tenants and growing. Bayhead Precinct is also regarded as the ship repair/boat building precinct as it has facilities for ship repair, boat building and engineering manufacturing businesses. The ship repair facilities in the precinct includes the following:

- TNPA Prince Graving Dry Dock
- TNPA Floating Dock
- Elgin-Brown and Hammer (EBH) Floating Dock
- Dormac Floating Docks
- South African Shipyards (SAS) Floating Dock
- Engineering Workshops

Bayhead has an area of 107 ha with a graving dock, constrained by its length of 352m, width of 33m and draught of 12.5m. While approximately 60% of vessels calling Durban can be accommodated at this Dry Dock, the vessels in excess of the above dimensions (providing for tolerances) cannot be accommodated. The privately owned floating docks and the TNPA decommissioned floating dock sizes are less than the graving dock. TNPA floating dock has an overall length of 109m, with a width of 23.34m, EBH floating dock has a length of 155m, with a width of 23.5m and Dormac floating dock has a length of 155m, with a width of 23.5m and SAP floating dock is a smaller unit of 50m length which is used as a launch vessel for tugs and other small vessels built at SA Shipyards and is also licensed for ship repair.

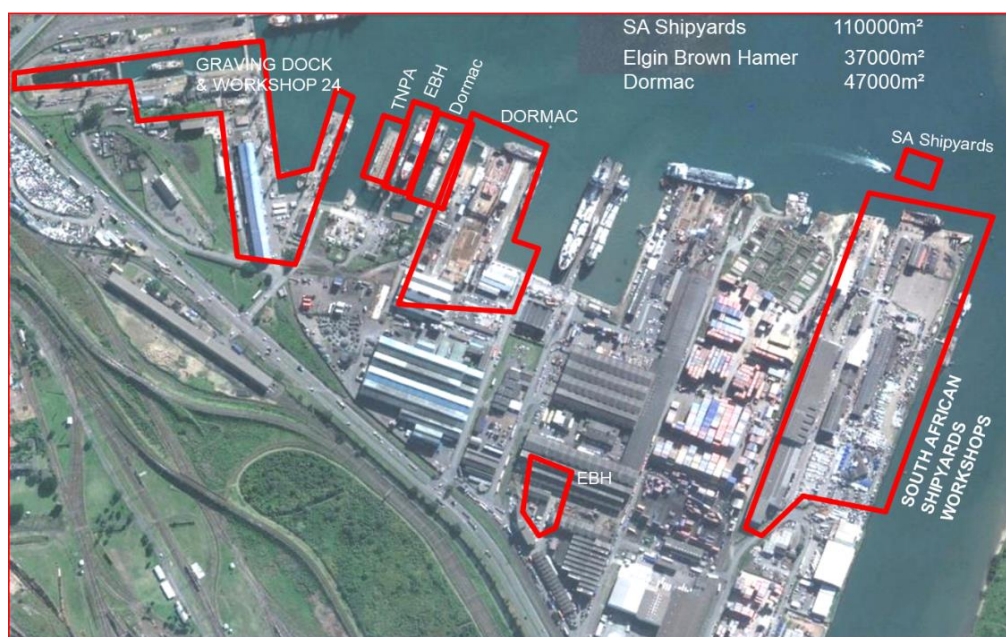


Figure 2: Bayhead/Ship Repair Precinct

The vessels with a beam greater than 31m cannot be dry docked or accommodated for ship repair services in the existing 4 facilities within the Port of Durban or any other existing facility in the other South African Port System. There is need for a new dry docking facility to accommodate larger vessels calling in the Port of Durban.

3 Project Objectives

The objectives or scope of works is to carry out a high level review of providing or building a new dry docking facility capable of accommodating the larger vessels up to 14000 TEU calling in the Port of Durban at the Bayhead/Ship Repair Precinct for vessel/ship repairing and building services. The study will investigate options available within the Bayhead Precinct that may be taken to a concept or prefeasibility study, and also to assess both the financial and economic viability of such options. The operational model study of the new facility is excluded from the scope, however, the potential operations are to be considered to meet the likely requirements of the industry. The findings of the study will assist Transnet National Ports Authority in the decision to proceed or not proceed to further concept or pre-feasibility studies.

4 Scope of work

The following is a summary of scope of works of the competent Consultant's (PSP's) but not necessarily limited to:

- Develop a Bayhead Ship Repair/Building Precinct Development Framework plan.
- Determine the potential vessel calling for repair and building over the 30 year horizon.
 - Demand forecast
- Define the spatial requirement in order to accommodate the vessels calling
- Develop and present available options.
 - Engineering concepts with artist impressions.
- Determine a rough order of magnitude cost for each option.
- Conduct commercial viability
 - Financial analysis
 - Economic analysis
 - Potential job creation analysis
- Conduct a multi-criteria analysis
- Conduct needs analysis (30-year horizon)
- Environment and social considerations analysis
- Energy Requirement Analysis
- Project implementation schedule
- Identify high risk items
- Presentation of Study findings

5 Deliverables

The following is a summary of the deliverables but not necessarily limited to:

- Inception Report
- Front-End Research Report with all the components as listed in item 4 above
- Engineering concept Drawings
- Artistic Impression of the proposed facility

Qualified and competent Consultant's (PSP's) are requested to submit proposals clearly defining the methodology of how they would set about to develop the study within the Bayhead precinct.

Prior to any work commencing, the appointed Consultant will be required to submit a Project Inception Report, which will detail the following:

- All works required for the complete project execution;
- Project processes until completion (flow charts, etc.);
- *Employer* gate approval review points (project hold points);
- Methodology for project.
- Any other specifics for the project to be completed.

*The list above is not exhaustive and will need to be expanded on by the appointed *Consultant*.

6 *Project Timeline*

The duration of the project is 5 months. The Respondents must submit, with their proposals, a detailed schedule of the work to be undertaken, including estimated time required for each task as this will form part of the adjudication criteria during the technical evaluation of tender submissions.

7 *Pricing Schedule*

The project's pricing schedule can be found in Part C2 of the NEC 3 Professional Services Contract documents.

8 *Management and Start-up*

It is the Employer's specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

8.1 Types of Management meetings

Regular meetings of a general nature may be convened and chaired by the Employer or his delegated representative as follows:

Table 1: Types of Management Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once-off after contract award	<i>Employer's Office</i>	<i>Employer, Consultant and any other appropriate key people</i>
Risk register and compensation events	Monthly on day and time to be agreed	<i>Employers Office</i>	<i>Employer (and appropriate delegates), and Professional Team (appropriate key persons)]</i>
Overall contract progress and feedback	Monthly. Day and time to be agreed.	<i>Employers Office</i>	<i>Employer, Professional Team, and Consultant (appropriate key persons)</i>
			<i>Employer</i>

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the NEC3 *conditions of contract* to carry out such actions or instructions.

The Consultant attends management meetings at the Employer's request as set out in Section 8. At these meetings the Consultant presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Subcontractor management reports, as may be required.

9 Additional Management Processes

Continuous and thorough liaison with the Employer, the competent industry players and any Employer's Agents (as required) will need to be executed for the entirety of the project.

The Consultant will be required to give continuous feedback and information on the progress of works and developments for the project.

It must be noted that continuous engagement with the competent industry players will be required to complete the project.

10 Document Control

10.1 Procedure for Submission and acceptance of Consultant's documentation

- 10.1.1 The *Consultant* documentation shall be issued to the *Employer* under cover of the *Consultant* Transmittal Note, including complete Contract references (i.e. Project No, Contract No, etc.) as well as the *Consultants* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. The formats of the *Consultant* data to be submitted shall be in accordance with the project procedure as accepted by the *Employer*.
- 10.1.2 The *Consultant* shall deliver both hard copies (full size) and electronic media copies (USB) to the Employer at the address stated within the Contract Data.
- 10.1.3 All electronic documentation shall be submitted by the Consultant in Adobe Acrobat (.pdf) and Native file format which complies with the Employer's requirements for engineering drawings and other design models.
- 10.1.4 Acceptance of documentation by the Employer will in no way relieve the Consultant of his responsibility for the correctness of information, or conformance with his obligation to provide the works. This obligation rests solely with the Consultant.
- 10.1.5 After review, a copy of the original reviewed/marked-up drawing/document, with the Employer's consolidated comments and document status marked on the Consultant Review Label, is scanned and the hard copy shall be returned to the Consultant under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 10.1.6 The Consultant shall allow the Employer two (2) weeks to review and respond to the Consultant's submission of their documentation, i.e. from time of receipt by the Employer to the time of dispatch.
- 10.1.7 On receipt of the reviewed documentation, the Consultant shall make necessary modifications requested/marked-up and resubmit the revised documentation to

the Employer within two (2) weeks. Queries regarding comments/changes should be raised with the Employer prior to re-submittal.

- 10.1.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the Consultant for corrections. The Consultant shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two (2) working days of receipt of the marked-up document (unless otherwise agreed to in writing with the Employer).

11 *Use of Consultant's Documentation*

- 11.1** The Consultant grants the Employer a licence to use the copyright in all design data or any documentation presented to the Employer in relation to the Services 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 Consultant. The Consultant vests in the Employer full title guarantee in the intellectual property and copyright in the design data or any documentation created in relation to the Services.

12 *Consultant Documentation Standards for Submission*

- 12.1** In undertaking the 'Services' all documentation and data prepared and submitted by the Consultant shall conform and adhere to the requirements of the Employer which will be issues to the Consultant upon Contract Award in electronic 'native' format under cover of the Project Transmittal Note.
- 12.2** Each supplier of documentation and data to the project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Consultant for corrective action and re-submission.
- 12.3** Should any change be made to documentation or data, which has already been submitted to the Employer, then new or revised documentation or data shall be issued to replace the outdated information.
- 12.4** It is the responsibility of all Project Participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their

deliverables and Scope of Work.

- 12.5** The Consultant 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.
- 12.6** Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest version of virus protection software and up-to-date virus definitions.
- 12.7** The Consultant shall be responsible for the supply of all Sub-Supplier/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub- Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
- 12.8** The required format of documentation and data shall as a minimum be as follows: -
- 3 x Hard Copy (full size);
 - PDF; and
 - 'Native' file format
- 12.9** The Consultant shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- 12.10** Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- 12.11** The Consultant shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.
- 12.12** The Consultant shall retain copies of all documentation issued in connection with the Project for a minimum period of five years after the completion of the Construction Phase of the Project.

13 *Consultants Health and Safety Requirements*

The Consultant shall comply with all applicable health, safety laws and regulations pertaining to safety, health, environment protection, fire protection and security, which are applicable to the location where the activity is being carried out. The Consultant shall also comply at all times with the requirements as set forth by Transnet Policies, Rules

and Regulations, written instructions and all requirements stipulated in the contract. The Consultant must demonstrate adequate levels of insurance for worker's compensation and general liability, recovery measures related to or arising out of the performance of the contract in order to protect the work, the personnel and property of Transnet, contractor, sub-contractor, all third parties and public from the hazards and risks associated with the planning and execution of work.

The Consultant shall, in particular, comply with the following Act:

- The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The Consultant shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- Act 85 of 1993, Occupational Health and Safety Act.
- The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- The Consultant and his employees shall have valid safety inductions when accessing the site. Copies of which shall be included in the Consultant's safety file. This will be at a time and location Transnet will arrange. The Consultant must allow for this in his pricing.
- All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.

The Consultant must disclose to the Transnet, if they are going to contract with a sub-contractor to perform any of the work. The agreement will also cover a site-specific health and safety plan for the contracted work. Any contract terms and conditions agreed to with the Consultant will also apply to sub contracted individuals and companies.

14 Site Services, Access and Other Constraints

14.1 Employer's site entry and security control, permits and site regulations

14.1.1 The Consultant shall comply with the Employer's Site entry and security control, permits, site regulations and all Port rules.

- 14.1.2 The Consultant shall take out temporary entry permits for all staff working within the harbour. All costs incurred shall be borne by the Consultant or his staff. All associated costs shall be borne by the Consultant. Management of access and permit application will be managed by the Consultant.

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

- 14.2.1 The Consultant complies with the following hours of work for his people (including sub-Consultants) employed on site:
- 14.2.2 The contractual working week shall be five (5) days. The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions.
- 14.2.3 The Consultant shall keep daily records of his people engaged on the Project (including any Sub-Consultants) with access to such daily records available for inspection by the Employer's Agent, Employer and/or Supervisor at all reasonable times.

14.3 Facilities and equipment to be provided by the Employer

- 14.3.1 No facilities or equipment are provided by the Employer. The Consultant may however, make arrangements with the Employer or Others to make use of meeting room facilities and other resources.

15 *Programming Constraints*

- 15.1.1 The Consultant's programme shall correspond with the Employer's objectives as stipulated in the relevant sections of the Employer's Scope of Service inclusive of all sheets listed in the Annexures and shall be in line with the overall Scope of Services, specifications and any other documentation as annexed to this contract.
- 15.1.2 In planning the services, the Consultant shall clearly identify the activities durations and the associated resources.
- 15.1.3 The Consultant's programme shall comply with the stipulations of the relevant sections of the Employer's Scope of Service, which details the minimum Health & Safety constraints as imposed on the provision of the services.

- 15.1.4 The Consultant's programme shall comply with the stipulations of the relevant sections of the Employer's Scope of Service, which details the minimum Quality constraints as imposed on the provision of the services.
- 15.1.5 The Consultant's programme shall comply with the stipulations of the relevant sections of the Employer's Scope of Service, which details the minimum Environmental constraints as imposed on the provision of the services, where applicable.
- 15.1.6 The Consultant includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined and the Employer's Scope of Service.
- 15.1.7 The Consultant uses the latest version of Microsoft Project for his programme submissions, with the use of alternative but similar software package being employed only upon the written approval by the Employer.
- 15.1.8 The Consultant's first programme submitted for acceptance shall be developed and decomposed such that it is an accurate and robust forecast of the services to be undertaken. This shall be undertaken during the pre-contract negotiation period and no later than the date stipulated under Contract Data Part One.
- 15.1.9 The Consultant shall take due cognisance of the period for reply as stated in the Contract Data.
- 15.1.10 The Consultant complies with the Employer's dates as stipulated within the Contract Data when he submits his first programme for acceptance and all other subsequent programme submissions.
- 15.1.11 The Consultant presents his first programme and all subsequently revised programmes (see NEC3 PSC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project programme.
- 15.1.12 The Consultant shows on his programme submitted for acceptance and/or accepted programme and all subsequently revised programmes or programme submissions, showing the critical path or paths and all necessary logic diagrams demonstrating the sequence.
- 15.1.13 The Consultant's programme shows duration of operations in working days as per the stipulated definition of the workdays and hours as in the Employer's Scope of Service.

15.1.14 The Consultant attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and at weekly intervals during the contract period. The Employer shall define the tools, processes, procedures as well as methodologies for calculating, measuring and tracking progress. It is the Consultant's obligation in this regard to employ the aforementioned in the monitoring and management of performance against the performance measurement baseline and measurement of progress.

15.1.15 The Consultant's programme shows the following levels:

- **Level 1 Master Programme** – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing, snagging, commissioning and Completion.
- **Level 2 Project Programme** – summary programmes 'rolled up' from Level 3 Project Programme described below.
- **Level 3 Project Programme** – detailed programmes generated to demonstrate all operations identified in the programme from the starting date to Completion.
- **Level 4 Project Programme** – detailed discipline level programme decomposed to appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Consultant* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute activity/operation and support accurate duration estimates.

15.1.16 A Basis of Programme document shall be prepared by the Consultant at intervals as approved by the Employer's Agent/ Employer accompanying the latest programme submitted for acceptance and detailing but not limited to the following minimum requirements:

- An overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification and justification of general scheduling provisions such as calendars and

working times, lags, date constraints, activity durations longer than one reporting period, etc. Description of network logic and sequencing, in line with practical changes that have taken place on site/off site within the current reporting period, including changes in previous assumptions which impact sequencing or logic.

- Description of general approach to execute the Scope of Service and proposed impact of and changes thereto.
- Description of approach to allocation, use and management of all resources dedicated to the project and proposed impact of and changes thereto.
- Description of and trend analysis of critical risks as identified through programme risk analysis and included in programme contingency and or Time Risk Allowance provisions.
- Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme for accuracy and validity) and comparison to conditions of criticality practically observed on site.
- Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining works and as identified and highlighted in the current revision of the programme for acceptance.
- Identification of critical activities, as well as near critical activities and undertake trend analysis on such activities with the aim of identify any deviations from planned performance.
- Identification of any recovery and or mitigation action required in order to neutralise any deviations.

15.2 Other Conditions

15.2.1 The *Consultant* shall comply with the specific provisions of Clause 22.1 of the conditions of contract (NEC3 PSC) when replacing any key persons previously appointed in line with the provisions of this contract. All persons proposed in line with the aforementioned procedure are to be subjected to an interview and

assessment process conducted by the *Employer* (including other specialists nominated by the *Employer*). It shall be the *Employer's* unfettered right to conduct such assessment process as he deems appropriate. Any replacement of a key person is subject to the *Employer's* express acceptance in writing.

15.2.2 It shall be the *Employer's* unfettered right to exercise the provisions of Clause 22.2, where deemed necessary in order to meet the *Employer's* objectives as stipulated in clause 2 above.

15.2.3 When demonstrating entitlement to a change to the Completion Date(s), the *Consultant* must take cognisance of the requirements of the conditions of contract (NEC3 PSC), specifically core Clauses 62 and 63 and all relevant clauses; that is, the *Consultant* must demonstrate the impact of the compensation event on the remaining work at the specific point in time the compensation event started to occur.

15.3 Quality assurance requirements

15.3.1 The *Consultant* has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the *Employer*) to assure that Services, including subcontracted Services, comply with the Scope.

15.3.2 Within the period stated in the Contact Data, the *Consultant* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the Consultants quality control and assurance program and those called for in the Scope.

15.3.3 Acceptance by the *Employer* of the Consultants quality assurance programme, quality plans and/or inspection and/or test plans, or of those- of his Subcontractors will not relieve the *Consultant* of his obligation to provide services which meet the requirements of the Contract.

16 Procurement

16.1 Code of Conduct

16.1.1 Transnet 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 Procedures Manual (PPM);
- 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 (B-BBEE); and
- The Anti-Corruption Act.

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

16.2 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 organization. As such, our transformation is focused on adopting a performance culture and to adopt behaviour that will enable this transformation.

16.2.1 Transnet will not participate in corrupt practices and therefore 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, 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 decision stakeholders 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).

16.2.2 Transnet 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.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

16.2.3 Transnet’s relationship with suppliers requires us to clearly define requirements, 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, B-BBEE 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.

16.3 Conflicts of Interest

16.3.1 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, such as:

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

16.4 The *Consultant's Invoices*

16.4.1 When the *Employer* certifies payment (see PSC Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission. Timing and procedure for submitting invoices will be presented at the kick-off meeting following the contract award.

16.4.2 The invoice must correspond to the *Employer's* assessment of the amount due to the *Consultant* as stated in the payment certificate.

16.4.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Limited's VAT No: 4720103177; Invoice number;
- The Consultant's VAT Number; and The Contract number
- The invoice contains the supporting detail

16.4.4 Where applicable the invoice contains the following supporting detail:

- A statement of invoices,
- Employer for acceptance, the amount paid to date,
- Retention monies to be deducted from the invoice, Interest payable,
- Settlement discount,
- Summary sheet of manning
- Summary of progress covered by invoice

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

16.4.6 Invoices submitted by post are addressed to:

Transnet National Port Authority
P O Box 1027
Durban
4001

For the attention of the *Employer*,

Invoices submitted by hand are presented to:
Transnet National Ports Authority
237 Mahatma Gandhi Road
Durban
4000

For the attention of the *Employer*,

16.4.7 The invoice is presented as an original.

16.5 Preferred sub-Consultants

16.5.1 The *Consultant* shall not appoint or bring Sub-*Consultants* without the prior approval of the *Employer*, and all Sub-*Consultants* will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

16.5.2 The *Consultant* shall not deviate from the approved Sub-*Consultant's* list without prior approval of the *Employer*.

16.5.3 The *Consultant* shall appoint his Sub-*Consultants* on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to the agreement between the *Employer* and the *Consultant*.

16.5.4 The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any Sub-*Consultants*.

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PART C4: SITE INFORMATION

Document reference	Title	No of pages
C4	<i>Employer's Site Information</i>	6

1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 GENERAL DESCRIPTION

DURBAN BAY & HARBOUR – BACKGROUND

Durban is busiest general cargo port and home to one of the largest and busiest container terminals in the Southern Hemisphere.

Situated at Longitude 31° 02'E and Latitude 29° 52'S, the port is 680 nautical miles north-east of Cape Agulhas and occupies the natural expanse of Durban Bay – an area of 1850ha, with the water area being 892ha in extent at high tide and 679ha at low. From the Point to the opposite side of the entrance channel on the Bluff is 21km, with the emerging Point waterfront development and central business district to the north and northeast, Maydon Wharf in the west, the Bayhead ship repair area in the south and the Bluff Peninsular forming the southeast.

Durban Bay also served a different kind of purpose in the 1930s until late in the 1950s when it was used as a base for flying boats. First it was the graceful Short C class of Imperial Airways, for Durban was the terminus of the first commercial air route between South Africa and Europe. During World War II PBV Catalina flying boats and later the Short Sunderlands took over reconnaissance duties flying from their base at Bayhead, which lasted well into the 1950s.

The port has a total of 59 effective berths excluding those used by fishing vessels and ship repair. Some of these are currently being lengthened and deepened, which will in effect reduce the number of actual berths while catering for the larger modern ships. A single buoy mooring at Isipingo on the southeast side of the Bluff caters for very large crude carriers (VLCC) that are too large to enter the port. Proposals have been made to extend the harbour deeper into the Bayhead headwaters where several large container terminals will be built but this remains under long-term hold, while another proposal calls for a new 'Dig-out-Port' south of the existing harbour on the site of the former Durban International Airport at Isipingo.

A total of 302km of rail tracks extends throughout the port area along with several major marshalling yards.

The port of Durban performs a critical role within the city of Durban as an employer of people. It services its own industrial and commercial region (the second largest in SA), in addition to much of

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SA's hinterland including the majority of Gauteng traffic and a significant amount of traffic for neighbouring countries.

In response to demand the Port of Durban is maximising and upgrading container handling berths to handle larger container vessels, but space in the harbour will continue to be reserved for breakbulk and bulk cargoes.

Salisbury Island, which was formerly a full naval base until it was downgraded in 2002, now hosts a small naval station, which frequently plays host to visiting warships of the South African and foreign navies. In 2012 it became clear that the navy intends returning to Durban which would then revert to being a naval base, from which offshore patrol boats and possibly one frigate would operate. The fringe of the Salisbury Island naval area is under consideration as an extension to the Pier 1 Container Terminal.

Time:

Local time is GMT/UTC + 2 hours

Working Hours:

The Port of Durban is open twenty-four (24) hours a day, seven (7) days a week, although cargo working may be restricted on official public holidays.

Tide:

Tide fall at mean high water springs is 1.8m and 0.49m low water neaps.

General:

The entrance channel has been widened to 222m at its narrowest point. The entrance channel is now 19m deep in the outer entrance shallowing to 16.5m draught in the inner channel.

Prior to the widening and deepening of the entrance channel ships during daylight were supposedly restricted to 243.8m length with a maximum width of 35m and a draught of 11.9m, or 12.2m according to tide and harbour master's clearance. Larger vessels have been common and ships up to 300m length and 45m beam are regular callers in Durban. Night restrictions were for a ship length of 200m and a beam of 26m, maximum draught of 11.6m. The harbour master has to be consulted for permission regarding larger vessels.

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The above limitations have been redrawn since the harbour widening and deepening exercise was completed on 31 March 2010.

The largest ships to have entered Durban harbour were in the region of 230,000-dwt but even larger vessels are catered for in the outer anchorage. On two occasions in recent years the largest vessel afloat, the 564,650-dwt ULCC tanker Jahre Viking (now a FPSO in the Persian Gulf), which has a length of 458m and a beam of 69m underwent repairs and a survey while at anchor at the Outer Anchorage off Durban.

Pilotage is compulsory for all vessels from a point three nautical miles northeast of the port entrance, with a helicopter performing most pilot transfers, backed up by pilot boat service when the helicopter is unavailable. Navigation is subject to VTS (vessels tracking service system) controlled from the Millennium Tower on the Bluff including all shipping movements inside port limits. Tug assistance is required. Draught within the port varies according to location.

Marine Craft:



Durban harbor tugs Pholela and Lotheni. Picture: Trevor Jones

The port operates a fleet of tugs owned and operated by the National Ports Authority (NPA). Six of these were Schottel type with bollard pull between 34t and 41t – Umzumbe (ex Otto Buhr), Umsunduzi (ex Dupel Erasmus), Umvoti (ex Bertie Groenewald), Nonoti (ex Jannie Oelofsen), Inyalazi (ex Piet Aucamp), and Umhlali (ex Bart Grove). Some of these older tugs are in the process of being withdrawn from service to be replaced by newer Voith Schneider-propelled vessels. Later type tugs of a new

series of Voith Schneider 49t and 65t bollard pull tugs which were built at SA Shipyards in Durban began to be introduced from 2001. The four stationed at Durban are named uThukela, Mkhuze, Pholela and Lotheni.

Each tug is maintained to SAMSA class 8 standard and is equipped for fire fighting and salvage. The fleet handles in excess of 800 ship movements each month and four tugs are usually on duty during daylight hours and at least two at night. The port also employs one work boat/tug of the Tern class, Royal Tern, which has a bollard pull of 18.7 tons. An Agusta A109 K2 'HPS' twin-engine 8-seat helicopter and a four-seat Agusta 109 helicopter provide pilotage services. Two diesel-powered pilot boats named Lufafa and Jujosi, which were built by Veecraft in Cape Town in 2009, operate when the helicopter service is unavailable.

Dredging is performed by the NPA on an ongoing basis in the port and immediately outside the entrance to counter the littoral drift that would otherwise recreate the infamous Bar across the entrance channel. The major work is conducted by two trailing suction hopper dredgers named ILEMBE and ISANDLWANA, assisted by the grab hopper dredger ITALENI, with the dredged sand deposited into a reclamation point on the northern breakwater, from where it is dispersed by the municipality along Durban's northern beaches. Piper loads 2,500 cubic metres at a time.

The dredgers are also available to work at other ports and TNPA has meanwhile chartered a privately owned dredger to do maintenance dredging in Durban, pending the construction of a dedicated dredger for this port.

Other harbour dredgers include the bed leveller dredger named Impisi (ex LL Varley), which operates by dragging a plough across the seabed to move accumulated silt against the wharfside into the adjacent channel. The channels are kept clear by means of the grab dredger, Italeni, which uses a grab attached to a crane on the vessel.

Hydrographic Survey Vessels:

The Survey Boats move throughout the country dependent upon Dredging Operations in the various ports. Although it is planned for each boat to have a "home" port.

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Craft Name	Survey Capability	Home Port
Wizard	Single beam	PE
Fortunati	Single beam	RB
Sonar	Single beam	Durban
Stretford End	Multibeam/Single beam	Durban
Swift	Single beam(Dams?)	Durban

Durban has two floating cranes. TNPA's Indlovu has a lifting capacity of 235 tonnes at 10m and 125t from 24m. The smaller Imvubu is privately owned by Elgin Brown & Hamer and has a lifting capacity of 60 tonnes at 6.1m or 40.6t at 16.2m from the outboard edge.

The port employs a number of launches and cargo punts including a 100-passenger harbour boat named Isiponono, which is used for trade and business tours of the port. A pollution boat named Udoni also serves the port but is currently out of service. Several private companies provide commercial diving services and the port also maintains a fully equipped diving team.

The NSRI, which occupies a modern station base at the Point, operates several deep-sea and inshore rescue craft.

Ship Repair



Durban Dry Dock

Extensive ship repair facilities consist of a graving dock divided into two compartments with a total length of 352.04m and a width of 33.52m at the top. This splits the dock into an inner dock of 138.68m and an outer dock of 206.9m and serviced by up to five electric cranes from 50t to 10t. Not all the cranes are in use or serviceable but new cranes are on order. Emptying time for the graving dock is 4 hours.

In addition to the above mentioned the port of Durban has four floating docks – one operated by Transnet NPA with an overall length of 109m, a width of 23.34m and a displaced lifting capacity of 4,500 tonnes, serviced by two 5-tonne capacity cranes but this remains currently out of service.

The second floating dock, known as Eldock, is operated by Messrs Elgin Brown & Hamer. Elgin Brown & Hamer operates three similar floating docks at Walvis Bay, known as Namdocks 1, 2 and 3. Eldock in Durban has a length of 155m, a width of 23.5m and a lifting capacity of 8,500t.

The third Durban floating dock is a smaller unit of 50m length which is used as a launch vessel for tugs and other small vessels built at SA Shipyards and is also licensed for ship repair.

The fourth floating dock is that of Dormac Marine which acquired a new floating dock, Dormac Dock 1 equal in size and capacity to that of Eldock and which has been commissioned and is in service.

Bayhead has two general repair quays in addition to several privately operated and fully equipped repair quays.