

TRANSNET SOC LTD

TENDER NUMBER: TPT/2022/06/0297/5745/RFP

THE DESIGN, MANUFACTURE, DELIVERY, ERECTION, TESTING AND COMMISSIONING OF ONE (1)65 TON TWIN-LIFT SHIP-TO-SHORE (STS) AT PORT ELIZABETH CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AS A ONCE OFF SUPPLY

ADDENDUM NO. 2

DATED: 12 OCTOBER 2022

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

1. C2.1 Pricing Instructions Replace the C2.1 Pricing Instructions in its entirety.

2. C2.2 Activity Schedule Replace the C2.2 Activity Schedule in its entirety.

This addendum must be signed and submitted with your tender.

WITNESSES:

1. _____

2. _____

TENDERER / CONTRACTOR

Date: _____

WITNESSES:

1.  _____

Sibongile Dlamini
Acting Sourcing Manager
Date:12/10/2022

2.  _____

Rochelle Isaacs
Sourcing Specialist



Benjamin Blom
Project Manager
Date: 12 October 2022

Date: 12 October 2022

FROM : _____

DATE : _____

TO : Transnet Port Terminala

**202 Anton Lembede Street
Durban
4000
South Africa**

Attention : Rochelle Isaacs

Email: Rochelle.isaacs@transnet.net

TENDER No: TPT/2022/06/0297/5745/RFP – THE DESIGN, MANUFACTURE, DELIVERY, ERECTION, TESTING AND COMMISSIONING OF ONE (1)65 TON TWIN-LIFT SHIP-TO-SHORE (STS) AT PORT ELIZABETH CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AS A ONCE OFF SUPPLY

ADDENDUM NO. 2 DATED: 12 October 2022

Receipt of **Addendum No. 2** is hereby acknowledged.

TENDERER

NOTE: This acknowledgement must be signed and returned to this office on or before closing date of tender.

TPT/2022/06/0297/5745/RFP

PART 2: PRICING DATA

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

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

Identified 11

and defined terms

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

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

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* 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 *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor'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.

- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.
- 1.2.9 The Purchaser requires at least the following activities to be priced. Each activity must be priced individually. The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Supplier nonresponsive.
- 1.2.10 It is Transnet's preference to enter into a Rand based contract, where the Supplier will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the Supplier. Should this not be possible, and should it be required that the Purchaser hedge the FX risk, the Supplier will be required to re-imburse the Purchaser for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Supplier.
- 1.2.10 Should the Rand price provided be linked to a foreign currency details thereof must be provided i.e. the currency, the applicable portion and the rate assumed.
- 1.2.11 It is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Port Elizabeth Container Terminal) basis. However, a DAP (Incoterms 2010, Port of Port Elizabeth Container Terminal) will be accepted, provided the Supplier agrees to reimburse the Purchaser in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g. Customs VAT, cargo dues and other cargo clearance levies relating to this contract.

1.3 Milestone Payments

Design Approval	10%
Bill of Lading	20%
Bill of Entry	25%
Erection/Testing/ Commissioning	25%
Endurance Test and Handover	20%

C2.2 Activity Schedule

Item	Activity Description	Qty	Rate	Total Price
1.	MAIN OFFER			
1.1	The design, manufacture, delivery, erection, testing and commissioning of one (1) 65 ton twin-lift ship-to-shore (STS) container handling gantry crane including 1 x twin-lift spreader (here-after called "crane") for berth 102 at PECT;	1		
1.2	The supply, testing and commissioning of two (2) spare interchangeable twin-lift telescopic spreaders suitable for handling 20' and 40'/45' containers, for the STS crane in 1.2.1.1;	2		
1.3	The supply testing and commissioning of one interchangeable heavy lift beam for the STS crane in 1.2.1.1;	1		
1.4	The supply of one (1) computer workstation and one (1) notebook computer for the STS crane in 1.2.1.1;	lot		
1.5	The supply of <u>Mandatory Critical Spares</u> as listed by the <i>Employer</i> , for the STS crane in 1.2.1.1;	lot		
1.6	The training of <i>Employer's</i> operational staff for the STS crane in 1.2.1.1.	lot		
1.7	The training of <i>Employer's</i> maintenance staff for the STS crane in 1.2.1.1.	lot		
1.8	The manufacture, supply, delivery and commissioning of one (1) spreader test panel for the twin-lift telescopic ship-to-shore crane spreaders in 1.2.1.1 and 1.2.1.2.			
Total Price to be carried over to the C1.1 Form of Offer & Acceptance				

2. OPTIONS				
Item	Activity Description	Qty	Rate	Total Price
2.1	Recommended Critical Spares that <i>Employer</i> should keep in stock (over and above the Mandatory Critical Spares) to support the cranes for the first 10 years of operation.	lot		
2.2	Maintenance Spares to support the cranes for the first year of operation (approximately 120,000 cycles).	lot		
2.3	An engineer(s)/technician(s) stationed on site for the first 6 months on a 24hours-a-day basis. The functions of the engineer(s)/technician(s) will be to undertake root cause analysis, provide knowledge transfer to the <i>Employer's</i> maintenance and operations staff, undertake various adjustments as may be required, provide performance records and analysis information reports to the local maintenance manager.	lot		