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## TRANSNET SOC LTD

**TENDER NO. TNPA/2026/05/0988/5537/RFQ**

**DESCRIPTION OF THE SERVICES: FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MILD STEEL PIPES AND BUTTERFLY VALVES AT BERTH 208 & 209 IN THE PORT OF RICHARDS BAY FOR A PERIOD OF SEVEN (07) MONTHS**

**ADDENDUM NO. 01**

**DATED 09 June 2026**

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

### **1. Part T1: Tendering Procedures – Tender Document**

Part T1: Tendering Procedures of the tender document issued with the RFQ For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months is replaced and superseded in its entirety with the attached amended Part T1: Tendering Procedures.

- **Part T1: Tendering Procedures** - The RFQ Clarification date has been extended from **09 June 2026** to **17 June 2026**, and the closing date has been extended from **12 June 2026** to **23 June 2026**. Bidders are advised to replace the Part T1: Tendering Procedures with the updated one.

The following documentation has been replaced and superseded by the attached:

- Cover Page
  - Closing Date Section
- T1.1: Tender notice and invitation
  - Closing Date Section
- T1.2: Tender data
  - Closing Date Section

### **1. Bill of Quantities (BOQ), Works Information, and T2.2-05 Method Statement**

- All references to *galvanized steel* have been revised to *mild steel*.

**2. Site Information**

- References to *Consultant* have been removed and updated to *Contractor*.

**WITNESSES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
**TENDERER / CONTRACTOR**

Date: \_\_\_\_\_

**WITNESSES:**

- 1.  \_\_\_\_\_
- 2.  \_\_\_\_\_

  
\_\_\_\_\_  
**TRANSNET SOC LTD**

Date: 09/06/2026

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

**TO: Transnet National Ports Authority  
Bayvue Building, 1<sup>st</sup> Floor  
Ventura Road  
Port of Richards Bay  
3900**

**(Attention Miss Londiwe Khanyile– Email: [londiwe.khanyile@transnet.net](mailto:londiwe.khanyile@transnet.net))**

Dear Sir/ Madam

**TENDER NO. TNPA/2026/05/0988/5537/RFQ  
DESCRIPTION OF THE SERVICES: FOR THE SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF MILD STEEL PIPES AND BUTTERFLY VALVES AT BERTH 208 & 209 IN  
THE PORT OF RICHARDS BAY FOR A PERIOD OF SEVEN (07) MONTHS**

Receipt of **Addendum No. 1 dated 09 June 2026** is hereby acknowledged.

Kind regards

\_\_\_\_\_  
**TENDERER**

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

**TNPA/2026/05/0988/5537/RFQ**

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**Transnet National Port Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUATATION (RFQ)**

**FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MILD STEEL PIPES AND BUTTERFLY VALVES AT BERTH 208 & 209 IN THE PORT OF RICHARDS BAY FOR A PERIOD OF SEVEN (07) MONTHS.**

<b>RFQ NUMBER</b>	<b>: TNPA/2026/05/0988/5537/RFQ</b>
<b>ISSUE DATE</b>	<b>: 27 May 2026</b>
<b>COMPULSORY BRIEFING</b>	<b>: 04 June 2026</b>
<b>CLOSING DATE</b>	<b>: 23 June 2026</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**Eligibility in terms of Technical Evaluation Pre- Qualification Criteria:**

- Site Supervisor should have a National Diploma: Mechanical Engineering certificate **or** trade test qualification in Mechanical (Fitter) **or** plumbing trade test certificate
- Plumber or Fitter should have Trade test certificate qualified as Mechanical fitter **or** plumber

## **Contents**

### **Number    Heading**

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#### **The Contract**

##### **Part C1: Agreements and Contract Data**

C1.1        Form of Offer and Acceptance

C1.2        Contract Data (Parts 1 & 2)

##### **Part C2: Pricing Data**

C2.1        Pricing Instructions

C2.2        Bill of Quantities

##### **Part C3: Scope of Work**

C3.1        Works Information

##### **Part C4: Site Information**

C4.1        Site Information

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 &amp; 209 In the Port of Richards Bay for a Period of Seven (07) Months.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <u>Google Chrome to access Transnet link</u>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Employee Care Center (ECC)</b> on the <b>04 June 2026</b>, at <b>10:00am [10 O'clock]</b> for a period of ± 4 (four) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>12:00pm on (23 June 2026)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

**2. TENDER SUBMISSION**

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

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

- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2 : Returnable documents
	T1.1 Tender notice and invitation to tender T1.2 Tender data  T2.1 List of returnable documents

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T2.2 Returnable schedules

**Part C: The contract**

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

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C.1.4	The Employer's agent is:	<b>Procurement Intern</b>
	Name:	<b>Londiwe Khanyile</b>
	Address:	<b>1st Floor, Bayvue Building</b> <b>Ventura Road</b> <b>Port of Richards Bay, 3900</b>
	E – mail	<a href="mailto:tnpatenderenquiriesrb@transnet.net">tnpatenderenquiriesrb@transnet.net</a>

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

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

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

The attendance register will also be used to confirm the tenderers attendance of the clarification meeting should the certificate of attendance for the relevant tender clarification meeting not be attached on the tender document submitted to Transnet.

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



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## 2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **CIDB grading of 3 and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

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

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

## 3. Stage Three- Eligibility in terms of Technical Evaluation Pre- Qualification Criteria:

- Site Supervisor should have a National Diploma: Mechanical Engineering certificate **or** trade test qualification in Mechanical (Fitter) **or** plumbing trade test certificate



- Plumber or Fitter should have Trade test certificate qualified as Mechanical fitter **or** plumber

#### 4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language.**

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

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number: TNPA/2026/05/0988/5537/RFQ</li> </ul>
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Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

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- The Tender Description: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

Documents must be marked for the attention of:

***Employer's Agent: Londiwe Khanyile***

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

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

Time: **12:00pm** on the **23 June 2026**

Location: The Transnet PPD Submission Portal:

(<https://transnettenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

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

entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

### Functionality Criteria

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

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04: Evaluation Schedule – Qualifications &amp; Experience of Key Personnel</b>	<b>The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.</b>		<b>30</b>
	<b>Key personnel should include:</b>		
	Site Supervisor	7	
	plumber or fitter	12	
	SHEQ Officer	6	
	General worker	4	

<p><b>T2.2-05: Method Statement</b></p>	<p><b>Tenderers are to submit a method statement which responds to the scope of work and outlines proposed approach / methodology including that relating, but not limited to, programme, method statement, technical approach and an understanding of the project objective. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility.</b></p>		<p style="text-align: center;"><b>35</b></p>	
<p>The method statement shall cover the following critical items as a minimum but not limited to the following (the Contractor must refer to the Works Information for a full description of the scope of the works):</p> <ol style="list-style-type: none"> <li>1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works;</li> <li>2. Fabrication of mild steel flanged tees and all components that require fabrication;</li> <li>3. Fusion bonded epoxy coating (internal and external);</li> <li>4. Fitting or installation of all required components as identified or described in the Works Information;</li> <li>5. Commissioning of the system including but not limited to pressure testing.</li> </ol>				
<p><b>T2.2-06: Company Experience</b></p>	<p><b>Tenderers are required to demonstrate their past experience in the delivery of at least three (3) similar projects, areas, conditions and circumstances in relation to the scope of work in the last 10 years. The Tenderer is to provide previous experience showing but not limited to the following:</b></p>		<p style="text-align: center;"><b>35</b></p>	
<p>Removal and fitting of mild steel pipes, butterfly valves, vjs, foam pourers, fabrication of tee attachments and the installation of all the required parts as identified in the scope of works.</p>	<p style="text-align: center;">20</p>			
<p>Application of fusion bonded epoxy system for coating and lining.</p>	<p style="text-align: center;">15</p>			

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<b>Maximum score for Functionality</b>		<b>100</b>
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Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- **T2.2-04: Evaluation Schedule – Qualifications & Experience of Key Personnel**
- **T2.2-05: Method Statement**
- **T2.2-06: Company Experience**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)). The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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



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

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

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

**Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and



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technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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#	FROM	DATE RECEIVED	CLARIFICATION REQUIRED/QUERY/REQUEST	TNPA RESPONSE DATE	TNPA RESPONSE
1.	<b>Hydro Force International</b>	04 June 2026	Pipe and tee material. The tender title refers to "mild steel" pipes, whereas the Works Information "Quality control for piping" and the Bill of Quantities specify galvanised API 5L X42 PSL1 (hot-dip galvanised to ISO 1461 / SANS 121) with FBE coating. Please confirm which governs — we have assumed galvanised API 5L X42 with FBE rather than plain mild steel	08 June 2026	The port requires all pipe network to be mild steel and coated with FBE. Bolts, nuts and washers shall be galvanized steel.
			FBE coating thickness. The FBE (fusion-bonded epoxy) coating thickness is given as 250–350 microns in the Works Information and BOQ item G, but as "at least 150 microns" in the structural-steel drawing notes. Please confirm the binding coating thickness so item G can be priced and QA acceptance criteria set		Please use the coating thickness of 250-350 microns as per the Works information and BOQ
			Valve type. The Employer's objectives and completion table (C3 1.3 / 2.4) refer to "gate valves," while the tender title, valve scope and BOQ item D specify butterfly valves (DN150–DN300, ANSI Class 150). Please confirm all valves are butterfly (Class 150 double-flanged, gearbox-operated) at the quantities listed in BOQ item D		The valves currently installed on site are gate valves and the port intends to replace gate valves with butterfly valves.
			Fabrication wording. The T2.2-05 method-statement narrative refers to "galvanised steel flanged tees," while the T2.2-05 scoring table and the T1.2 Tender Data refer to "mild steel flanged tees." Please confirm the material so the scored method statement is written correctly (linked to item 1 above)		The Bidders are to supply mild steel pipe network coated with FBE; galvanizing is not required. Bolts, nuts and washers shall be galvanized steel
			FBE (Fusion Bond Epoxy) – I have attached Brochure and data sheet of the equivalent. According to our information, no one in Richards Bay does FBE. Let us know if the equivalent is approved so we can get cost		Please stick to FBE as all the Bidders will be quoting based on FBE coating.
			Key-personnel scoring. The T1.2 Tender Data functionality table lists a Project Manager (Site Supervisor 7 / PM 10 / Plumber 6 / SHEQ 3), while the T2.2-04 evaluation schedule omits the Project Manager and re-weights the roles (Site Supervisor 8 / Plumber 12 / SHEQ 6 / General Worker 4 = 30)  Please confirm whether a Project Manager CV is required and scored, and which weighting table applies		The Project Manager was removed from the key personnel required for this project, addendum to be issued.
			Completion date. Completion is stated as "7 months after award," yet the key-date milestones (Contract Data clauses 11.2(3) and 11.2(9) and the Works Information completion table) are fixed at 15 January 2027. Please confirm whether completion is a fixed date of 15 January 2027 or 7 months from award.		Completion date is 7 months after award.
			Site access and starting date. Full site access is dated 02 July 2026, the starting date is stated as "after contract sign-off," and the key dates are 15 January 2027. Please confirm the access date and starting date, and how berth-occupancy delays will be handled as compensation events (Contract Data clauses 30.1, 31.2 and 11.2(3)). As agreed,		The project schedule shall be aligned from the date of award, with a total duration of seven (7) months to completion. Site access will be authorized only upon approval of the Safety File by the SHE Department.  Berth occupancy will be communicated to the Contractor as operational gaps arise. It must be noted that TNPA cannot predetermine or prescribe the

			<p>you will let us know , approximately, how many time we will be able to access the site in a 30 day calendar period. This is important so that we all know how to quote for the P's and G's</p> <p>BOQ section naming. The BOQ summary page labels Section B "Saltwater line pipe," while the detailed Bill No. B is headed "Foam line pipe." Please confirm the correct description so pricing is allocated to the correct summary line.</p> <p>POPIA agreement – tender number. The Agreement i.t.o. POPIA (T2.2-19) carries a different tender number, TNPA/2026/02/0136/1454/RFQ. Please confirm this is a template carry-over and, if possible, issue a corrected page.</p> <p>Returnable numbering. T2.2-19 appears to be used twice — for "Bonds/Guarantees/Financial/Insurance" in the T2.1 List of Returnable Documents, and for the POPIA Agreement. Please confirm the correct numbering. Should we submit both the insurance schedule (T2.2-20) and the POPIA agreement?</p> <p>Employer address. The Employer's address differs between documents — "138 Rissk Street, Gauteng, Johannesburg" in Contract Data 10.1 versus "138 Eloff Street, Braamfontein, Johannesburg, 2000" in the Form of Offer &amp; Acceptance / NDA. Please confirm the correct registered address for the signed contract.</p> <p>"Consultant" versus "Contractor." The Site Information (clauses 1.1.5, 1.1.6 and 1.2.1) refers to the "Consultant" where "Contractor" appears to be intended (for example, permits issued to the Consultant). Please confirm "Consultant" should read "Contractor" throughout.</p> <p>Scope residue. The Works Information environmental controls (clause 2.3.10) reference "pontoons taken out for repairs" and shoreline-erosion controls that do not match a pipe and valve replacement scope. Please confirm these clauses do not apply to this contract</p>		<p>frequency of berth availability throughout the project, as this is contingent upon vessel scheduling and berth utilization plans.</p> <p>To be updated to foam line pipe</p> <p>Updated , Addendum issued</p> <p>Kindly submit both T2.2-19 and T2.2-20</p> <p>96 Rissik Street Braamfontein Johannesburg Gauteng 2017</p> <p>Updated ,Addendum issued</p> <p>Correct, updated</p> <p>Updated, addendum issued</p>
2.	<b>Hydro Force International</b>	05 June 2026	Kindly let us know what the flange table is for all flanges (i.e.1000/3", "1600/3", PN10/PN16?) A 150 lb , I assume is pounds, is for low pressure pipe lines.		PN16, 150 Pound
3.	Asked during clarification meeting	04 June 2026	Is the QCP or quality requirements going to be provided		All quality requirements provided in the Works Information.

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**Transnet National Port Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUATATION (RFQ)**

**FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MILD STEEL PIPES AND BUTTERFLY VALVES AT BERTH 208 & 209 IN THE PORT OF RICHARDS BAY FOR A PERIOD OF SEVEN (07) MONTHS.**

<b>RFQ NUMBER</b>	<b>: TNPA/2026/05/0988/5537/RFQ</b>
<b>ISSUE DATE</b>	<b>: 27 May 2026</b>
<b>COMPULSORY BRIEFING</b>	<b>: 04 June 2026</b>
<b>CLOSING DATE</b>	<b>: 23 June 2026</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**Eligibility in terms of Technical Evaluation Pre- Qualification Criteria:**

- Site Supervisor should have a National Diploma: Mechanical Engineering certificate **or** trade test qualification in Mechanical (Fitter) **or** plumbing trade test certificate
- Plumber or Fitter should have Trade test certificate qualified as Mechanical fitter **or** plumber

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 &amp; 209 In the Port of Richards Bay for a Period of Seven (07) Months.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Employee Care Center (ECC)</b> on the <b>04 June 2026</b>, at <b>10:00am [10 O'clock]</b> for a period of ± 4 (four) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>12:00pm on (23 June 2026)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

**2. TENDER SUBMISSION**

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

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

- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2 : Returnable documents
	T1.1 Tender notice and invitation to tender T1.2 Tender data  T2.1 List of returnable documents

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T2.2 Returnable schedules

**Part C: The contract**

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

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C.1.4	The Employer's agent is:	<b>Procurement Intern</b>
	Name:	<b>Londiwe Khanyile</b>
	Address:	<b>1st Floor, Bayvue Building Ventura Road Port of Richards Bay, 3900</b>
	E – mail	<a href="mailto:tnpatenderenquiriesrb@transnet.net">tnpatenderenquiriesrb@transnet.net</a>

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

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

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

The attendance register will also be used to confirm the tenderers attendance of the clarification meeting should the certificate of attendance for the relevant tender clarification meeting not be attached on the tender document submitted to Transnet.

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



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## 2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **CIDB grading of 3 and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

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

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

## 3. Stage Three- Eligibility in terms of Technical Evaluation Pre- Qualification Criteria:

- Site Supervisor should have a National Diploma: Mechanical Engineering certificate **or** trade test qualification in Mechanical (Fitter) **or** plumbing trade test certificate



- Plumber or Fitter should have Trade test certificate qualified as Mechanical fitter **or** plumber

#### 4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language.**

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

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number: TNPA/2026/05/0988/5537/RFQ</li> </ul>
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Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

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- The Tender Description: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

Documents must be marked for the attention of:

***Employer's Agent: Londiwe Khanyile***

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

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

Time: **12:00pm** on the **23 June 2026**

Location: The Transnet PPD Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

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

entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

#### Functionality Criteria

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

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04: Evaluation Schedule – Qualifications &amp; Experience of Key Personnel</b>	<b>The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.</b>		<b>30</b>
	<b>Key personnel should include:</b>		
	Site Supervisor	7	
	plumber or fitter	12	
	SHEQ Officer	6	
	General worker	4	

<p><b>T2.2-05: Method Statement</b></p>	<p><b>Tenderers are to submit a method statement which responds to the scope of work and outlines proposed approach / methodology including that relating, but not limited to, programme, method statement, technical approach and an understanding of the project objective. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility.</b></p>		<p style="text-align: center;"><b>35</b></p>
<p>The method statement shall cover the following critical items as a minimum but not limited to the following (the Contractor must refer to the Works Information for a full description of the scope of the works):</p> <ol style="list-style-type: none"> <li>1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works;</li> <li>2. Fabrication of mild steel flanged tees and all components that require fabrication;</li> <li>3. Fusion bonded epoxy coating (internal and external);</li> <li>4. Fitting or installation of all required components as identified or described in the Works Information;</li> <li>5. Commissioning of the system including but not limited to pressure testing.</li> </ol>			
<p><b>T2.2-06: Company Experience</b></p>	<p><b>Tenderers are required to demonstrate their past experience in the delivery of at least three (3) similar projects, areas, conditions and circumstances in relation to the scope of work in the last 10 years. The Tenderer is to provide previous experience showing but not limited to the following:</b></p>		<p style="text-align: center;"><b>35</b></p>
<p>Removal and fitting of mild steel pipes, butterfly valves, vjs, foam pourers, fabrication of tee attachments and the installation of all the required parts as identified in the scope of works.</p>	<p style="text-align: center;">20</p>		
<p>Application of fusion bonded epoxy system for coating and lining.</p>	<p style="text-align: center;">15</p>		

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<b>Maximum score for Functionality</b>		<b>100</b>
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Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- **T2.2-04: Evaluation Schedule – Qualifications & Experience of Key Personnel**
- **T2.2-05: Method Statement**
- **T2.2-06: Company Experience**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)). The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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



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

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

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

**Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and



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technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## PART C3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of page (s)</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	18
C3.2	<i>Contractor's Works</i>	7
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## C3.1 EMPLOYER’S WORKS INFORMATION

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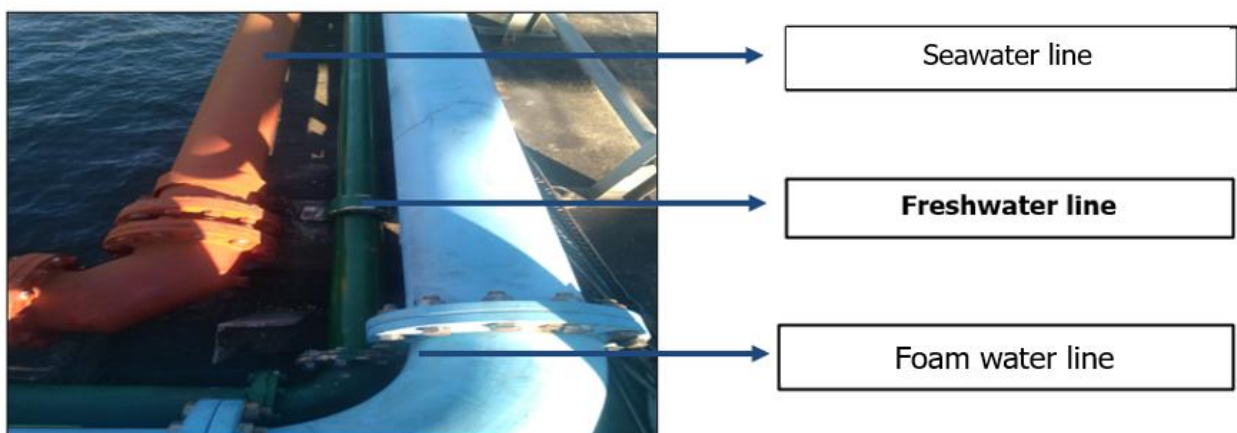
# SECTION 1

## 1. Description of the works

### 1.1 Executive overview

Transnet National Ports Authority (TNPA) deals with the import and export of different commodities. These commodities include liquid bulk cargo handled in the South Dunes Precinct. Berths 208 and 209 are utilized to load and offload these hazardous cargoes (i.e., chemicals, fuels, and gases). The nature of the materials being handled may pose risks to the operators utilizing the berths, marine and coastal environment. Therefore, it is crucial for the Port to have an effective firefighting system that will ensure safety in cases of fire.

The fire-fighting system in Berths 208 & 209 includes one foam water line pipe (blue), one sea water line (red), one freshwater or municipal water line pipe (green), valves, fire monitors, fire hydrants, pipe fittings and attachments, etc. Due to harsh marine environments, the firefighting system pipes, fittings and attachments require replacement since they have corroded.



**Figure 1:** Firefighting system pipes

The Port of Richards Bay requires the services of a *Contractor* who shall supply, deliver, install and commission the identified pipe sections, valves, foam pourers, required fittings and attachments as per the scope of works in section 3 of the Works Information.

## 1.2 Project location

The project is located at the Port of Richards Bays Berth 208 & 209 in the South Dunes precinct.



**Figure 2:** Berth 208 & 209 at the South Dunes precinct

## 1.3 Employer's objectives

The *Employer's* objective is to remove and replace the identified corroded mild steel pipe sections, gate valves, fittings, attachments and foam pourers at berth 208 & 209 in the Port of Richards Bay. This will ensure that the firefighting system in the berths is working efficiently in cases of emergencies. Finally, the Employer's objective is to achieve completion of the Services by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards.

## 1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
TNPA	Transnet National Ports Authority
CA	Contract Administrator
PM	Project Manager
PEO	Project Environment Officer
EMP	Environmental Management Plan
SHE	Safety, Health and Environment Specification

CM	Construction Manager
SANS	South African National Standards
PPE	Personal Protective Equipment
NEC3 ECC	NEC3 Engineering and Construction Contract

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

### 2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the works is the firefighting system at Berth 208 & 209. The pipes, valves, fittings and attachments, and foam pourers shall be installed as per the Works Information in Section 3.
- 2.1.2 The *Contractor* will be provided with as built drawings of the firefighting system.

### 2.2 Equipment required to be included in the works

- 2.2.1 The existing corroded pipes shall be removed using a crane or similar equipment after they have been unscrewed from the bolts using required tools.
- 2.2.2 All construction machinery entering the operational site shall be roadworthy, maintained in good order and be equipped with the necessary licenses and safety requirements. All delivery vehicles shall have operational reversing alarms. Operators of the construction machinery must be trained, competent and authorized to use/drive/operate the machine.
- 2.2.3 Drivers of all construction vehicles must be in possession of a valid driver's license/ certificate and be medically fit.

All equipment used during works shall be provided by the *Contractor* at no cost to TNPA.

#### 2.2.4 As Built/Final Documentation

No as built drawings are required for the purposes of this project from the Contractor.

### 2.3 Temporary works, Site services & construction constraints

#### 2.3.1 *Employer's* Site entry and security control, permits, and Site regulations:

- The *Contractor* must comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Contractors'*

*Employees* for access/egress of personnel, plant, material and equipment within the Site boundaries.

- Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that “access should be obtained for all the *Contractor’s* personnel at Permit Office located at Sizakala Truck Staging Facility”. The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must at all times wear their security identity document (ID) so as to be easily identifiable as being employed by the particular company concerned.
- The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.

### 2.3.2 The *Contractor* complies with the following:

- The *Contractor* and his *Employees* must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that *Employees* observe the security rules of the *Employer* at all times and must not permit any person who is not directly associated with the work from entering the premises.
- The *Contractor* and his *Employees* must not enter any area of the premises that is not directly associated with their work.
- The *Contractor* shall ensure the safe passage of *Contractor’s* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

### 2.3.3 Restrictions to access on Site, roads, walkways and barricades:

2.3.3.1 The *Contractor* is specifically excluded from entering the *Employer’s* Operational Areas which are adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer’s* operations.

- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
- The *Contractor* ensures that any of his personnel, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port. To this end, access routes are allocated and coordinated by the *Project Manager*.
- The *Contractor* ensures that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.
- All *Contractor's* personnel working within Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

#### 2.3.4 The *Contractor* complies with the following requirements of the *Employer*:

##### 2.3.4.1 Access to the works for *Contractor's* personnel must be through the Port entrances.

Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to allow safe use of the road areas at all times. No additional payment must be made and it must be deemed to be included in the rates of the relevant items.

##### 2.3.4.2 The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

##### 2.3.4.3 The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

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

- 2.3.5.1 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.
- 2.3.5.2 The *Contractor* keeps daily records of his personnel engaged on the Site and Working Areas (including *Sub-Contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 2.3.6 The *Contractor* complies with the following hours of work for his people (including *Subcontractors*) employed on the Site:
- Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime the *Contractor* shall apply in writing and obtain approval from the *Project Manager / Employer*.
- 2.3.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including *Subcontractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 2.3.8 Health and safety facilities on Site
- 2.3.8.1 The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
- 2.3.8.2 In the event of fire on work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- 2.3.8.3 The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), or areas where smoking is prohibited by way of applicable safety signage, it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- 2.3.8.4 The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards and relevant regulations The use of electrically powered equipment must be subject to the prior approval of TNPA.

2.3.8.5 All Occupational Health and Safety Act and applicable Regulations pertaining to the work being carried out must be adhered to. The *Contractor's Employees* must at all times 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 *Project Manager* reserves the right to judge the competence of the appointed *Supervisor* for the task being performed before and during the progress of the work.

2.3.8.6 The *Contractor* must enter into and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.

2.3.8.7 All *Contractor's* staff and labour working within port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

2.3.9 The *Contractor* complies with the requirements stated under paragraph 2.1.1 of C3.1 Employer's Works Information.

- The *Employer's* normal operations, maintenance and other construction contracts must continue during the currency of this contract. It is possible, therefore that the site may become congested at times and careful co-ordination is thus essential in order to minimise disruptions to all parties.
- Alternative site routes for emergency vehicles must be discussed with the Project Manager during the compulsory meeting.
- The *Contractor* provides a name-board. The sites will be identified and instructed by the Project Manager.
- The name-board must be erected within a month of the commencement date of the contract and must be placed at the positions indicated by the Project Manager. Any damage to these boards must be repaired within fourteen days of a written instruction issued by the Project Manager. No payment must be made in terms of the contract prior to the erection of the name-board.

2.3.10 Environmental controls, fauna & flora, dealing with objects of historical interest:

- The *Contractor* must take particular note of the environmental requirements contained in Transnet's Environmental Governance Framework and the Port of Richards Bay's Environmental Maintenance Plan.
- The *Contractor* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Contractor's* expense.
- Storage and stockpiling areas for materials adjacent to the works must be discussed and agreed to with the Project Manager on behalf of the *Employer* at the kick-off meeting. Excess waste material must only be stored at sites that have been approved by the Project Manager. No additional payment must be made and it must be deemed to be included in the rates of the relevant items.
- Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the landfill site by an approved waste service provider
- The *Contractor* has no title to all materials arising from the performance of the works with title to such materials remaining with the *Employer*. The Project Manager must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

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

2.3.11.1 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.

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

#### 2.3.12 Publicity and progress photographs

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

2.3.12.2 The *Contractor* must obtain the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

2.3.13 The *Contractor* provides a notice board safety signage during duration of the works.

2.3.14 The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the Project Manager, monthly as part of the *Contractor's* monthly programme narrative report.

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

#### 2.3.16 *Contractor's* Equipment

The *Contractor* shall ensure that all Equipment is in a satisfactory mechanical condition for the duration of the contract. No additional payments will be made for the establishment of additional Equipment as it will be deemed to have been included in the *Contractor's* tender rates.

2.3.17 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

2.3.18 The *Contractor* complies with the following All Equipment arriving on Site shall be inspected by a Competent Person from the *Contractor* prior to arrival on Site who shall certify that the Equipment is in a satisfactory condition. In particular, all hoses, pumps, connections and other items associated with any fluid (oil, hydraulic fluid etc.) shall be inspected and any items in a poor condition shall be replaced with new items. This is to prevent uncontrolled fluid loss due to failure of hoses or clamps. Inspection sheets for all equipment to be maintained in an Equipment Inspection File.

#### 2.3.19 Equipment provided by the *Employer*

No Equipment shall be provided by the *Employer*.

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

No Equipment shall be provided by the *Employer*.

2.3.21 The *Employer* provides the following facilities for the *Contractor*:

No Facilities would be provided to the *Contractor* by the *Employer*.

2.3.22 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of

the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

#### 2.3.23 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* inspects and surveys the work sites in order to establish the existing conditions and state of repair prior to construction with the *Project Manager*. *Contractor* must take photos of before and after construction and keep records for submission to *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project, this shall be deemed to have been included in the relevant rates.

#### 2.3.24 The *Contractor* complies with the following but not limited to:

- Occupational Health and Safety (OHS) Act. and all relevant regulations
- Marine Occupational Safety Regulation, 1994
- National Environmental Management Act, Act No. 107 of 1998
- Transnet Standard Operating Procedure for Construction Environmental Management
- Transnet *Contractor* Environmental and Sustainability Specification Guidelines
- Protected Natural Environments
- Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983)
- Port Engineering Handbook

#### 2.3.25 The *Contractor* must notify the *Supervisor/Project Manager* in writing of any elements of the works which are to be covered up. This notification must be given in no less than 24 (twenty-four) hours prior to the proposed covering up.

#### 2.3.26 The *Contractor* complies with the following constraints in the execution of the *works*:

During the currency of this contract, the Port operations will still be taking place. Therefore, the *Contractor* shall conduct his operations and re-arrange his program of work if instructed by the *Project Manager* so as to not impede or restrict the Port Operations.

## 2.4 Completion, testing, commissioning and correction of Defects

#### 2.4.1 The work to be done by the Completion Date on or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below

has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

<b>Item of work</b>	<b>To be completed by</b>
Disassembling and removal of piping components	7 months after contract award
Manufacturing and coating of firefighting components	7 months after contract award
Installation of all required mild steel pipes, gate valves, fittings, connections and attachments	7 months after contract award
Site housekeeping	7 months after contract award

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

- Repair any latent defects that may arise during the defects period

2.4.3 Commissioning

- The *Contractor* shall provide a 12-month warranty and defects liability period for all works done in the Port.
- The *Contractor* maintains the works until the end of the defects period,
- The *Contractor* shall rectify any defects that may arise during the maintenance period within 3 days of him being notified by the Project Manager in writing of such defects.

### 3. List of Drawings

#### 3.1 Drawings issued by *Employer*

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

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

<b><u>Drawing number</u></b>	<b><u>Title</u></b>
<b>ME-005-FP</b>	Berth 208 municipal water pipe detail layout
<b>ME-006-FP</b>	Berth 208 sea water pipe detail layout
<b>ME-007-FP</b>	Berth 208 foam water pipe detail layout

<b>ME-008-FP</b>	Berth 209 municipal water pipe detail layout
<b>ME-009-FP</b>	Berth 209 sea water pipe detail layout
<b>ME-010-FP</b>	Berth 209 foam water pipe detail layout

## SECTION 2

### 4. Management and start up

#### 4.1 Project meetings

Project meeting shall be convened and chaired by the *Employer's* Agent or his delegated representative as follows:

Title & purpose	Occurrence	Location	Attendance
Project kick-off meeting	<ul style="list-style-type: none"> <li>Within 1 week of commencement</li> </ul>	Employer's office	<ul style="list-style-type: none"> <li>Employer's agent (appropriate delegates)</li> <li>Consultant (appropriate key personnel)</li> </ul>
Site Inspection	<ul style="list-style-type: none"> <li>Within 1 week of commencement</li> <li>Thereafter, as and when required</li> </ul>	On site	<ul style="list-style-type: none"> <li>Employer's agent (appropriate delegates)</li> <li>Consultant (appropriate key personnel)</li> </ul>
Risk management	<ul style="list-style-type: none"> <li>Monthly</li> </ul>	Microsoft Teams	<ul style="list-style-type: none"> <li>Employer's agent (appropriate delegates)</li> <li>Consultant (appropriate key personnel)</li> </ul>

<p>Overall contract progress and feedback</p>	<ul style="list-style-type: none"> <li>• Bi-weekly</li> </ul>	<p>Microsoft Teams</p>	<ul style="list-style-type: none"> <li>• Employer’s agent (appropriate delegates)</li> <li>• Consultant (appropriate key personnel)</li> </ul>
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**4.2 Safety risk management**

4.2.1 The *Contractor* and his *Employees* shall have valid safety training and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the Project Manager at the commencement of the contract.

4.2.2 The *Contractor* shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), and any amendment thereof.

4.2.3 The *Contractor* undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), Construction Regulations 2014 and comply with the Act as well as SAMSA Act and Regulations and any other legislative requirements.

4.2.4 The *Contractor* also undertakes to comply with the Safety Rules of Transnet National Ports Authority (TNPA), as adopted from time to time, a copy of which can be obtained from the Project Manager, as well as the Local Authority Bylaws and all relevant Regulations.

4.2.5 The *Contractor’s* attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The *Contractor* makes

available and ensures compliance to the TNPA SHE Specification for Construction by its employees and *Subcontractors* in the language of this contract.

4.2.6 A SHE File with all related documents should be submitted and approved by TNPA SHE Department before commencing any work. The contents of the SHE file will be provided to the successful bidder through TNPA Project Manager.

The following personal protective equipment shall be worn at the Works when applicable:

- Full overalls,
- Safety shoes with non-slip soles,
- Hard hats with chin straps,
- Life jackets,
- Gloves,
- Acceptable Hearing Protection,
- Provision of Safety Glasses/Goggles,
- Full Safety harnesses attached to the structure when working at heights,
- All persons shall wear either yellow or orange reflective vests. This is a prerequisite of Transnet.

4.2.7 The *Contractor* employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.

4.2.8 During delivery of goods at Transnet premises the applicable Transnet National Ports Authority Health and Safety specification will be enforced. The *Contractor* must comply and is responsible for ensuring that all of its *Sub-Contractors* comply with the relevant legislation(s) and statutory regulations for health and safety and other document pertaining to health & safety include standards, policies, procedures, guidelines and safe work instructions. Transnet safety rules all applicable legislation, regulations issued in terms thereof, and the Transnet safety rules, shall be entirely at the *Contractor's* cost, and shall be deemed to be allowed for in the tendered prices.

4.2.9 Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:

- The *Contractor* shall appoint a Health and Safety coordinator to liaise with the Project Manager or Supervisor on matters pertaining to occupational health and safety.
- The *Contractor* shall advise the Project Manager of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the *Contractor* or Sub-*Contractor*.
- A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993) must also be furnished.
- All clauses in this contract pertaining to health and safety forms an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the Employer to the appropriate remedies.
- The *Contractor* and his staff shall attend a compulsory induction course to be arranged by the Employer on or before the date when the site is made available to the *Contractor*.

4.2.10 The *Contractor's* appointed Site Representative and the Project Manager shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the Supervisor, and be approved by the *Project Manager*, before any construction work can commence.

4.2.11 The OHS Act 85 of 1993 clearly states in the Safety Regulations Clause No. 2A:

“INTOXICATION” An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace”. The Employer enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises.

4.2.12 The *Contractor* shall ensure that a suitably qualified safety representative is appointed, and regular safety meetings are held. Written minutes of these safety meetings shall be

forwarded to the Project Manager. All costs related to the safety aspects required under this contract will be carried by the *Contractor* and therefore be covered under the rates tendered.

4.2.13 During the construction period of the works, a monthly report will be submitted of all incidents and accidents.

4.2.14 A Hot Work Permit will be required obtainable from TNPA Fire Department for any hot works to be performed in the work area.

### **4.3 Environmental Constraints and Management**

The *Contractor* shall comply with the following minimum environmental requirements during the replacement of pipes and valves at berth 208 & 209 in the Port of Richards Bay.

4.3.1 The *Contractor* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management as well as associated regulations that will include but not limited to the NEMA (National Environmental Management Act, Act 107 of 1998), Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998 and the National Heritage Resources Act, Act 25 of 1999.

4.3.2 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.

### **4.4 Penalties**

TNPA Port of Richards Bay may impose penalties for:

- Failure to complete the works by the completion date
- Non-compliance to SHE requirements resulting in incidents.

Penalties will be charged at R2000 per calendar day work remain incomplete after the agreed completion date. SHE related incidents penalties will be accessed based on the magnitude of the damaged caused by the *Contractor*.

#### **4.5 Contractor's management, supervision and key people**

4.5.1 The Contractor shall report all injuries that occurred during construction for the duration of the contract.

4.5.2 The Contractor shall ensure:

- Reporting of any incident to the Project Manager;
- Attendance at all SHE meetings, toolbox talks and induction programmes;
- Litter control and clearing of litter from the Site and Working Areas; and
- Where traffic controlling signs are required, they supply and place the sign accordingly.

#### **4.6 The Contractor's Invoices**

4.6.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the Employer's procedure for invoice submission.

4.6.2 The invoice must correspond to the Project Manager's assessment of the amount due to the *Contractor* as stated in the payment certificate.

4.6.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd.

Transnet SOC Limited's VAT No: 4720103177.

Invoice number.

The *Contractor's* VAT Number; and

The Contract number:

4.6.4 The invoice is presented either by email or by hand delivery.

4.6.5 Invoices submitted by hand delivery are addressed to:

**The formal Physical Address for the Contract will be:**

Pioneer Centre

San Thom Road

Port of Richards Bay

RICHARDS BAY

This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.

## SECTION 3

### 5. Contractor's Works Information

#### 5.1 Technical scope of work

##### Site establishment

- The *Contractor* shall formally communicate with the Project Manager before commencing any work on any site, the *Contractor* shall ensure that all the valves are closed before commencing with the works.
- The *Contractor* is to be aware of Berth occupancy challenges and should plan the removal and installation programme accordingly. The Project Manager will share ship-line up with the *Contractor*.
- The *Contractor* to confirm **ALL** sizes on site before commencing with the works.

##### Disassembling and removal of piping system

- The *Contractor* shall disassemble and remove the corroded or identified mild steel piping system from berth 208 and 209. This includes the identified mild steel pipes, gate valves, Viking Johnson's (flange adapters'), flanged tee connections and foam pourers.
- The *Contractor* shall dispose of the disassembled materials or components as instructed by TNPA.
- The *Contractor* shall ensure that all the required equipment for disassembling, removal and installation of the identified components is provided and quoted for by them. TNPA will not provide any equipment to conduct the works.
- *Contractor* to note that a hot works permit will be required for any hot works to be performed in the work area (see section 4.2.14 in this document).
- *Contractor* to make an allowance for TNPA to conduct site visits once manufacturing of components has been completed. *Contractor* shall not coat the material if TNPA has not approved the quality.

##### Installation of required materials

###### FOAM WATER LINE (BLUE PIPES)

1. Berth 209-A
  - The *Contractor* shall supply, deliver and install 160mm mild steel flanged tee with fabricated females attached (75mm ports (2))
  - The *Contractor* shall supply, deliver and install a stop-end flange (160mm)

## 2. Berth 209

- The *Contractor* shall supply, deliver and install a 17m length, 90mm diameter flanged seawater mild steel pipe leading to the quay (including the pipe under the grid). The pipe fittings include:
  - 1x 90 mm straight offset double flanged
  
- Pipe on the quayside:
  - The *Contractor* shall supply, deliver and install a 75mm, 60m length flanged mild steel pipe. The mild steel pipe shall be fitted on the quay wall similar to how it is fitted currently. The mild steel pipe shall be fitted with:
    - 2x 75mm 90° flange to flange elbow
    - 1x75 mm flanged tee attachment
    - 1x90mm flanged tee attachment (90mm reduced to 75mm flange)
    - 1x90mm elbow
    - 1x90mm extension piece
  
- The *Contractor* shall supply, deliver and install (berth 209-B):
  - 160mm to 75mm flanged tee (centre tee)
  - 2x 160mm 90° elbow flange
  - 160mm flange tee
  - 1m spool piece 160mm flange to flange
  - 1m x 160mm flange to 75mm reducer female
  - 1x 75mm booster (male)
  - 1m x 160mm flange to 100mm reducer
  
- The *Contractor* shall supply, deliver and fit (berth 209-A):
  - 2x 35° offsets flanged (2m)
  - 1m x 75mm pipe flange
  - 2x 95° short radius flanged
  - 8m x75mm diameter flanged pipe

## **Installation of fittings and attachments**

### Sea water line (Red pipe)- Beth 208

- The *Contractor* shall supply, deliver and install:
  - 450mm flanged attachment tee connection (270mm pipe diameter)
  - 200NB Four headed fire hydrant
  - 3x Flanged long barrel flange adapter (260 to 280mm size range)
  - 2x Flanged long barrel FLANGE ADAPTERs (218 to 238mm size range)

### Freshwater or Municipal line (Green pipe) – Berth 208

- The *Contractor* shall supply, deliver and install:
  - 2x 295mm flanged tee attachment (160mm pipe diameter)
  - 2x 200NB two headed fire hydrants.
  - 1x Flanged Long barrel flange adapter (150 to 170mm size range)

### Foam water line (Blue pipe) – Berth 208

- The *Contractor* shall supply, deliver and install:
  - 2x Flanged long barrel flange adapters (340 to 360mm size range)

## **Valves**

- The *Contractor* shall supply, deliver and install:
  - 1x DN250 ANSI Class 150 butterfly valve double flanged gearbox on the foam water line (blue pipe) at berth 209-A

- 2x DN150 ANSI Class 150 butterfly valves double flanged gearbox on the freshwater line at berth 209-A&B
- 1x DN200 ANSI Class 150 butterfly valves double flanged gearbox on the foam water line at berth 209-A
- 2x DN150 ANSI Class 150 butterfly valves double flanged gearbox on the freshwater line at berth 208
- 1x DN300 ANSI Class 150 butterfly valves double flanged gearbox on the foam water line at berth 208

### **Foam pourers**

#### ❖ Bund pourers

- The *Contractor* shall supply, deliver, and install:
  - 2x 50mm reducer flange
  - 2x 50mm 90° elbow flange
  - 2x 100mm tee flange
  - 4x 90° elbow flange to be extended with a 3m flange to flange tail pieces on either side
  - 2x 100mm extension spool piece
  - 2x 100mm to 50mm reducer flange
  - 6x 50mm MX1200 foam bund pourer (316 Stainless Steel Pourer Tube and Internals)
  - 5x 50mm flanged reducer
  - 4x reducer flange (75mm to 50mm)
  - 4x 75mm tee flange

#### ❖ Quay pourers

- The *Contractor* shall supply, deliver and install:
  - 3x 50mm MX1200 foam quay pourers (316 Stainless Steel Pourer Tube and Internals)

#### **Connections**

- The *Contractor* shall ensure that all flange connections are accompanied by required mild steel bolts, nuts, washers and graphite spiral wound gaskets.
- An allowance should be made for insulated washers and insulated sleeves for the stainless-steel pourer tubes.

#### **Pipe coating**

- The *Contractor* shall ensure that all pipes, valves, flange adapters and all other components that require coating are coated (internal and external) with Fusion Bonded Epoxy (FBE) system. The FBE shall be applied to preheated surfaces attaining thickness of approximately 250 – 350 microns using electrostatic spraying equipment.
- The *Contractor* shall ensure that preliminary thickness measurements are taken during the application process.
- FBE external coating shall meet ISO 21809-2 / ISO 21809-3 requirements (or equivalent industrial FBE standard). Coating thickness, adhesion, and curing records must be supplied.

#### **Quality assurance requirements**

- Mill certificates for pipe, fittings and valve materials (chemical & mechanical).
- Coating certificate and coating thickness report (ISO 1461).
- FBE manufacturer's datasheet, application records, batch/oven cure logs, adhesion and holiday test records (ISO 21809-2).
- Welding procedure specification (WPS).
- Valve factory test certificates (ISO 5208 / API 598) including seat and shell tests.
- All pipework shall be hydraulically tested and certified to NFPA 13 / ISO 5208 requirements. Contractor shall submit mill and coating certificates and provide photographic evidence of coating condition prior to installation.
- Before commissioning, the Contractor shall flush system to remove debris, verify valve operation and seat tightness. For fire systems, the Contractor shall follow NFPA flushing volumes and velocity guidance.

Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months







## T2.2-05: Evaluation Schedule: Method Statement

Submit a method statement which responds to the scope of work and outlines proposed methodology and shows an understanding of the project objective. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The method statement should also include and outline processes, procedures and associated resources to meet the requirements and indicate how risks will be managed.

The method statement should cover as a minimum three (3) critical items below as per scoring guide but not limited to:

1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works;
2. Fabrication of mild steel flanged tees and all components that require fabrication;
3. Fusion bonded epoxy coating (internal and external);
4. Fitting or installation of all required components as identified or described in the Works Information;
5. Commissioning of the system including but not limited to pressure testing.

The Tenderer must attach his / her method statement to this page.

<b>Index of documentation attached to this schedule:</b> ..... ..... ..... .....
--

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

Criteria	Weight	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
<p><b>The method statement shall cover the following critical items as a minimum but not limited to the following (the Contractor must refer to the Works Information for a full description of the scope of the works):</b></p> <ol style="list-style-type: none"> <li><b>1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works.</b></li> <li><b>2. Fabrication of mild steel flanged tees and all components that require fabrication;</b></li> <li><b>3. Fusion bonded epoxy coating (internal and external).</b></li> <li><b>4. Fitting or installation of all required components as identified or described in the Works Information.</b></li> <li><b>5. Commissioning of the system including but not limited to pressure testing.</b></li> </ol>	<b>35</b>	<p>The Tenderer has submitted no information or information not related to the scope.</p>	<p>The method statement covers one (1) of the critical items in detail.</p>	<p>The method statement covers two (2) of the critical items in detail.</p>	<p>The method statement covers three (3) of the critical items in detail.</p>	<p>The Tenderer has covered four (4) critical items in detail.</p>	<p>The Tenderer has covered all five (5) critical items in detail.</p>
<b>Total score</b>	<b>35</b>						



## **T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the



information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
-----	--

NO	
----	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

**3. SOLE AGREEMENT**

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

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

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

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

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

(Operator)

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

**AS WITNESSES:**

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

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

## 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:

#### Title of the Contract

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

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

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

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



Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of*

Name &  
signature of  
witness

*organisation)*

Date

Tenderer's CIDB registration number:



---

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data



Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

Transnet SOC Ltd  
 Transnet Corporate Centre  
 96 Rissik Street Braamfontein Johannesburg Gauteng 2017

Signature(s)

Name(s)

Capacity

**for the Employer**

Transnet SOC Ltd  
 Transnet Corporate Centre  
 96 Rissik Street Braamfontein Johannesburg Gauteng 2017

Name &  
 signature of  
 witness

Date



Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) 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		

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.

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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	7

## C2.1 Pricing instructions: Option B

### 1. The *conditions of contract*

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

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

**Identified  
and defined  
terms**

11

11.2

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

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

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

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

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

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

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

## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
No.	number
Prov sum <sup>1</sup>	provisional sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)

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

## 2.2. General assumptions

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

## 2.3. Departures from the *method of measurement*

## 2.4. Amplification of or assumptions about measurement items

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



## C2.2 The *bill of quantities*

Summary	Description	Unit	Quantity	Rate	Price
<b>A</b>					
	<b><u>BILL NO 1: PRELIMINARY AND GENERAL</u></b>				
	Fixed-Charged Items				
<b>A.1</b>	Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc.	Sum	1		
<b>A.2</b>	Site establishment	Sum	1		
<b>A.3</b>	Disassembling and removal of piping system as indicated in the scope of works to be handed to TNPA after removal	Sum	1		
<b>Total</b>					



Summary	Description	Unit	Quantity	Rate	Price
<b>B. FOAM LINE PIPE</b>					
<b>B.1</b>	<b>Berth 209-A</b>				
B.1.1	The <i>Contractor</i> shall supply, deliver and install 160mm mild steel flanged tee with fabricated females attached (75mm ports (2))	each	1		
B.1.2	The <i>Contractor</i> shall supply, deliver and install a stop-end flange (160mm)	each	1		
<b>B.2</b>	<b>Berth 209</b>				
B.2.1	The <i>Contractor</i> shall supply, deliver and install 90mm diameter flanged seawater mild steel pipe leading to the quay (including the pipe under the grid). The pipe shall be fitted with a 90mm straight double flanged offset	m	17		
<b>B.3</b>	<b>Pipe on the quayside</b>				
B.3.1	The <i>Contractor</i> shall supply, deliver and install a 75mm diameter flanged mild steel pipe. The pipe shall be fitted on the quay wall similar to how it is fitted currently. The pipe shall be fitted with:	m	60		
	• 75mm 90° flange to flange elbow	each	2		
	• 75 mm flanged tee attachment	each	1		
	• 90mm flanged tee attachment (90mm reduced to 75mm flange)	each	1		
	• 90mm elbow	each	1		
	• 90mm extension piece	each	1		
<b>B.4</b>	The <i>Contractor</i> shall supply, deliver and install (berth 209-B):				
	• 160mm to 75mm flanged tee (centre tee)	each	1		



	<ul style="list-style-type: none"> <li>160mm 90° elbow flange</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>160mm flange tee</li> </ul>	each	1		
	<ul style="list-style-type: none"> <li>Spool piece 160mm flange to flange</li> </ul>	m	1		
	<ul style="list-style-type: none"> <li>160mm flange to 75mm reducer female</li> </ul>	m	1		
	<ul style="list-style-type: none"> <li>75mm booster (male)</li> </ul>	each	1		
	<ul style="list-style-type: none"> <li>160mm flange to 100mm reducer</li> </ul>	m	1		
<b>B.5</b>	The <i>Contractor</i> shall supply, deliver and fit (berth 209-A):				
	<ul style="list-style-type: none"> <li>35° offsets flanged (2m)</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>75mm pipe flange</li> </ul>	m	1		
	<ul style="list-style-type: none"> <li>95° short radius flanged</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>75mm diameter flanged pipe</li> </ul>	m	8		
	<b>C. Installation of fittings and attachments</b>				
	<b>Seawater line (Red pipe)- Beth 208</b>				
<b>C.1</b>	The <i>Contractor</i> shall supply, deliver and install:				
	<ul style="list-style-type: none"> <li>450mm flanged attachment mild steel tee connection (270mm pipe diameter)</li> </ul>	each	1		
	<ul style="list-style-type: none"> <li>200NB Four headed fire hydrant</li> </ul>	each	1		
	<ul style="list-style-type: none"> <li>Flanged long barrel Flange adapters (260 to 280mm size range)</li> </ul>	each	3		
	<ul style="list-style-type: none"> <li>Flanged long barrel Flange adapters (218 to 238mm size range)</li> </ul>	each	2		
	<b>Freshwater or Municipal line (Green pipe) – Berth 208</b>				
<b>C.2</b>	The <i>Contractor</i> shall supply, deliver and install:				
	<ul style="list-style-type: none"> <li>295mm mild steel flanged tee attachment (160mm pipe diameter)</li> </ul>	each	2		



	<ul style="list-style-type: none"> <li>200NB two headed fire hydrants</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>Flanged Long barrel VJ (150 to 170mm size range)</li> </ul>	each	1		
<b>Foam line (Blue pipe) – Berth 208</b>					
<b>C.3</b>	The <i>Contractor</i> shall supply, deliver and install:				
	<ul style="list-style-type: none"> <li>Long barrel straight Flange adapters (340 to 360mm size range)</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>Flanged long barrel Flange adapters (340 to 360mm size range)</li> </ul>	each	2		
<b>D. Valves</b>					
<b>D.1</b>	The <i>Contractor</i> shall supply, deliver and install:				
	<ul style="list-style-type: none"> <li>DN250 150-pound rated butterfly valve double flanged gearbox on the foam water line (blue pipe) at berth 209- A&amp;B</li> </ul>	each	1		
	<ul style="list-style-type: none"> <li>DN150 150-pound rated butterfly valve double flanged gearbox on the freshwater line at berth 209-A</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>DN200 150-pound rated butterfly valve double flanged gearbox on the foam water line at berth 209</li> </ul>	each	1		
	<ul style="list-style-type: none"> <li>DN150 150-pound rated butterfly valve double flanged gearbox on the freshwater line at berth 208</li> </ul>	each	2		
	<ul style="list-style-type: none"> <li>DN300 150-pound rated butterfly valve double flanged gearbox on the foam water line at berth 208</li> </ul>	each	1		
<b>E. Foam pourers</b>					
<b>E.1</b>	<b>Bund pourers</b>				



	The <i>Contractor</i> shall supply, deliver, and install:				
	• 50mm reducer flange	each	2		
	• 50mm 90° elbow flange	each	2		
	• 100mm tee flange	each	2		
	• 90° elbow flange to be extended with a 3m flange to flange tail pieces on either side	each	4		
	• 100mm extension spool piece	each	2		
	• 100mm to 50mm reducer flange	each	2		
	• 50mm MX1200 foam bund pourer (316 Stainless Steel Pourer Tube and Internals)	each	6		
	• 50mm flanged reducer	each	5		
	• Reducer flange (75mm to 50mm)	each	4		
	• 75mm tee flange	each	4		
<b>F. Connections</b>					
<b>E.2</b>	<b>Quay pourers</b>				
	The <i>Contractor</i> shall supply, deliver and install:				
	• 50mm foam quay pourers (316 Stainless Steel Pourer Tube and Internals)	each	3		
<b>F.1</b>					
	The <i>Contractor</i> shall ensure that all flange connections are accompanied by required galvanized steel bolts, nuts and washers as well as graphite spiral wound gaskets.	Sum			
	The <i>Contractor</i> shall make an allowance for insulated washers and insulated sleeves for the stainless-steel pourer tubes.	Sum			



<b>G. Pipe coating</b>					
<b>G.1</b>	The <i>Contractor</i> shall ensure that all pipes, valves, Flange adapters and all other components that require coating are coated (internal and external) with Fusion bonded epoxy system. The fusion bonded epoxy shall be applied to preheated surfaces attaining thickness of approximately 250 – 350 microns using electrostatic spraying equipment.	Sum			



**TOTAL FOR CONTRACT**

Item No.	Description	Price
A	Preliminary	
B	Foam line pipe	
C	Fittings and attachments	
D	Valves	
E	Foam pourers	
F	Connections	
G	Pipe coating	
<b>Total (Excl. VAT)</b>		
<b>VAT</b>		
<b>Grand Total</b>		

**Witnesses**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
TNPA

\_\_\_\_\_  
Signature

## PART C3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of page (s)</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	18
C3.2	<i>Contractor's Works</i>	7
<b>Total number of pages</b>		<b>26</b>



## C3.1 EMPLOYER’S WORKS INFORMATION

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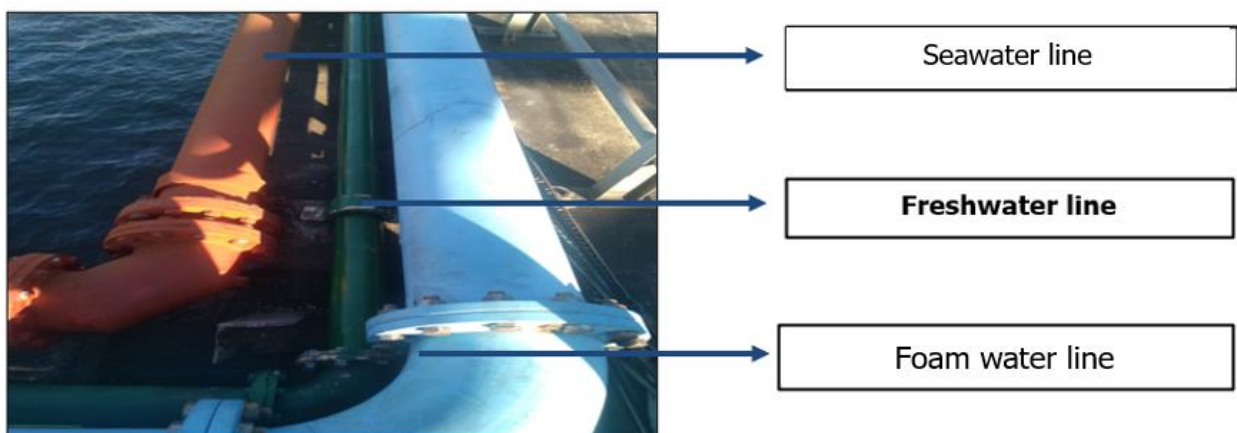
# SECTION 1

## 1. Description of the works

### 1.1 Executive overview

Transnet National Ports Authority (TNPA) deals with the import and export of different commodities. These commodities include liquid bulk cargo handled in the South Dunes Precinct. Berths 208 and 209 are utilized to load and offload these hazardous cargoes (i.e., chemicals, fuels, and gases). The nature of the materials being handled may pose risks to the operators utilizing the berths, marine and coastal environment. Therefore, it is crucial for the Port to have an effective firefighting system that will ensure safety in cases of fire.

The fire-fighting system in Berths 208 & 209 includes one foam water line pipe (blue), one sea water line (red), one freshwater or municipal water line pipe (green), valves, fire monitors, fire hydrants, pipe fittings and attachments, etc. Due to harsh marine environments, the firefighting system pipes, fittings and attachments require replacement since they have corroded.



**Figure 1:** Firefighting system pipes

The Port of Richards Bay requires the services of a *Contractor* who shall supply, deliver, install and commission the identified pipe sections, valves, foam pourers, required fittings and attachments as per the scope of works in section 3 of the Works Information.

## 1.2 Project location

The project is located at the Port of Richards Bays Berth 208 & 209 in the South Dunes precinct.



**Figure 2:** Berth 208 & 209 at the South Dunes precinct

## 1.3 Employer's objectives

The *Employer's* objective is to remove and replace the identified corroded mild steel pipe sections, gate valves, fittings, attachments and foam pourers at berth 208 & 209 in the Port of Richards Bay. This will ensure that the firefighting system in the berths is working efficiently in cases of emergencies. Finally, the Employer's objective is to achieve completion of the Services by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards.

## 1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
TNPA	Transnet National Ports Authority
CA	Contract Administrator
PM	Project Manager
PEO	Project Environment Officer
EMP	Environmental Management Plan
SHE	Safety, Health and Environment Specification

CM	Construction Manager
SANS	South African National Standards
PPE	Personal Protective Equipment
NEC3 ECC	NEC3 Engineering and Construction Contract

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

### 2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the works is the firefighting system at Berth 208 & 209. The pipes, valves, fittings and attachments, and foam pourers shall be installed as per the Works Information in Section 3.
- 2.1.2 The *Contractor* will be provided with as built drawings of the firefighting system.

### 2.2 Equipment required to be included in the works

- 2.2.1 The existing corroded pipes shall be removed using a crane or similar equipment after they have been unscrewed from the bolts using required tools.
- 2.2.2 All construction machinery entering the operational site shall be roadworthy, maintained in good order and be equipped with the necessary licenses and safety requirements. All delivery vehicles shall have operational reversing alarms. Operators of the construction machinery must be trained, competent and authorized to use/drive/operate the machine.
- 2.2.3 Drivers of all construction vehicles must be in possession of a valid driver's license/ certificate and be medically fit.

All equipment used during works shall be provided by the *Contractor* at no cost to TNPA.

#### 2.2.4 As Built/Final Documentation

No as built drawings are required for the purposes of this project from the Contractor.

### 2.3 Temporary works, Site services & construction constraints

#### 2.3.1 *Employer's* Site entry and security control, permits, and Site regulations:

- The *Contractor* must comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Contractors'*

*Employees* for access/egress of personnel, plant, material and equipment within the Site boundaries.

- Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that “access should be obtained for all the *Contractor’s* personnel at Permit Office located at Sizakala Truck Staging Facility”. The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must at all times wear their security identity document (ID) so as to be easily identifiable as being employed by the particular company concerned.
- The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.

### 2.3.2 The *Contractor* complies with the following:

- The *Contractor* and his *Employees* must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that *Employees* observe the security rules of the *Employer* at all times and must not permit any person who is not directly associated with the work from entering the premises.
- The *Contractor* and his *Employees* must not enter any area of the premises that is not directly associated with their work.
- The *Contractor* shall ensure the safe passage of *Contractor’s* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

### 2.3.3 Restrictions to access on Site, roads, walkways and barricades:

2.3.3.1 The *Contractor* is specifically excluded from entering the *Employer’s* Operational Areas which are adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer’s* operations.

- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
- The *Contractor* ensures that any of his personnel, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port. To this end, access routes are allocated and coordinated by the *Project Manager*.
- The *Contractor* ensures that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.
- All *Contractor's* personnel working within Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

#### 2.3.4 The *Contractor* complies with the following requirements of the *Employer*:

##### 2.3.4.1 Access to the works for *Contractor's* personnel must be through the Port entrances.

Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to allow safe use of the road areas at all times. No additional payment must be made and it must be deemed to be included in the rates of the relevant items.

##### 2.3.4.2 The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

##### 2.3.4.3 The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

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

- 2.3.5.1 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.
- 2.3.5.2 The *Contractor* keeps daily records of his personnel engaged on the Site and Working Areas (including *Sub-Contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 2.3.6 The *Contractor* complies with the following hours of work for his people (including *Subcontractors*) employed on the Site:
- Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime the *Contractor* shall apply in writing and obtain approval from the *Project Manager / Employer*.
- 2.3.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including *Subcontractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 2.3.8 Health and safety facilities on Site
- 2.3.8.1 The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
- 2.3.8.2 In the event of fire on work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- 2.3.8.3 The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), or areas where smoking is prohibited by way of applicable safety signage, it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- 2.3.8.4 The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards and relevant regulations The use of electrically powered equipment must be subject to the prior approval of TNPA.

2.3.8.5 All Occupational Health and Safety Act and applicable Regulations pertaining to the work being carried out must be adhered to. The *Contractor's Employees* must at all times 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 *Project Manager* reserves the right to judge the competence of the appointed *Supervisor* for the task being performed before and during the progress of the work.

2.3.8.6 The *Contractor* must enter into and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.

2.3.8.7 All *Contractor's* staff and labour working within port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

2.3.9 The *Contractor* complies with the requirements stated under paragraph 2.1.1 of C3.1 Employer's Works Information.

- The *Employer's* normal operations, maintenance and other construction contracts must continue during the currency of this contract. It is possible, therefore that the site may become congested at times and careful co-ordination is thus essential in order to minimise disruptions to all parties.
- Alternative site routes for emergency vehicles must be discussed with the Project Manager during the compulsory meeting.
- The *Contractor* provides a name-board. The sites will be identified and instructed by the Project Manager.
- The name-board must be erected within a month of the commencement date of the contract and must be placed at the positions indicated by the Project Manager. Any damage to these boards must be repaired within fourteen days of a written instruction issued by the Project Manager. No payment must be made in terms of the contract prior to the erection of the name-board.

2.3.10 Environmental controls, fauna & flora, dealing with objects of historical interest:

- The *Contractor* must take particular note of the environmental requirements contained in Transnet's Environmental Governance Framework and the Port of Richards Bay's Environmental Maintenance Plan.
- The *Contractor* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Contractor's* expense.
- Storage and stockpiling areas for materials adjacent to the works must be discussed and agreed to with the Project Manager on behalf of the *Employer* at the kick-off meeting. Excess waste material must only be stored at sites that have been approved by the Project Manager. No additional payment must be made and it must be deemed to be included in the rates of the relevant items.
- Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the landfill site by an approved waste service provider
- The *Contractor* has no title to all materials arising from the performance of the works with title to such materials remaining with the *Employer*. The Project Manager must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

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

2.3.11.1 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.

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

#### 2.3.12 Publicity and progress photographs

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

2.3.12.2 The *Contractor* must obtain the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

2.3.13 The *Contractor* provides a notice board safety signage during duration of the works.

2.3.14 The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the Project Manager, monthly as part of the *Contractor's* monthly programme narrative report.

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

#### 2.3.16 *Contractor's* Equipment

The *Contractor* shall ensure that all Equipment is in a satisfactory mechanical condition for the duration of the contract. No additional payments will be made for the establishment of additional Equipment as it will be deemed to have been included in the *Contractor's* tender rates.

2.3.17 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

2.3.18 The *Contractor* complies with the following All Equipment arriving on Site shall be inspected by a Competent Person from the *Contractor* prior to arrival on Site who shall certify that the Equipment is in a satisfactory condition. In particular, all hoses, pumps, connections and other items associated with any fluid (oil, hydraulic fluid etc.) shall be inspected and any items in a poor condition shall be replaced with new items. This is to prevent uncontrolled fluid loss due to failure of hoses or clamps. Inspection sheets for all equipment to be maintained in an Equipment Inspection File.

#### 2.3.19 Equipment provided by the *Employer*

No Equipment shall be provided by the *Employer*.

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

No Equipment shall be provided by the *Employer*.

2.3.21 The *Employer* provides the following facilities for the *Contractor*:

No Facilities would be provided to the *Contractor* by the *Employer*.

2.3.22 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of

the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

#### 2.3.23 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* inspects and surveys the work sites in order to establish the existing conditions and state of repair prior to construction with the *Project Manager*. *Contractor* must take photos of before and after construction and keep records for submission to *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project, this shall be deemed to have been included in the relevant rates.

#### 2.3.24 The *Contractor* complies with the following but not limited to:

- Occupational Health and Safety (OHS) Act. and all relevant regulations
- Marine Occupational Safety Regulation, 1994
- National Environmental Management Act, Act No. 107 of 1998
- Transnet Standard Operating Procedure for Construction Environmental Management
- Transnet *Contractor* Environmental and Sustainability Specification Guidelines
- Protected Natural Environments
- Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983)
- Port Engineering Handbook

#### 2.3.25 The *Contractor* must notify the *Supervisor/Project Manager* in writing of any elements of the works which are to be covered up. This notification must be given in no less than 24 (twenty-four) hours prior to the proposed covering up.

#### 2.3.26 The *Contractor* complies with the following constraints in the execution of the *works*:

During the currency of this contract, the Port operations will still be taking place. Therefore, the *Contractor* shall conduct his operations and re-arrange his program of work if instructed by the *Project Manager* so as to not impede or restrict the Port Operations.

## 2.4 Completion, testing, commissioning and correction of Defects

#### 2.4.1 The work to be done by the Completion Date on or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below

has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

<b>Item of work</b>	<b>To be completed by</b>
Disassembling and removal of piping components	7 months after contract award
Manufacturing and coating of firefighting components	7 months after contract award
Installation of all required mild steel pipes, gate valves, fittings, connections and attachments	7 months after contract award
Site housekeeping	7 months after contract award

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

- Repair any latent defects that may arise during the defects period

2.4.3 Commissioning

- The *Contractor* shall provide a 12-month warranty and defects liability period for all works done in the Port.
- The *Contractor* maintains the works until the end of the defects period,
- The *Contractor* shall rectify any defects that may arise during the maintenance period within 3 days of him being notified by the Project Manager in writing of such defects.

### 3. List of Drawings

#### 3.1 Drawings issued by *Employer*

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

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

<b><u>Drawing number</u></b>	<b><u>Title</u></b>
<b>ME-005-FP</b>	Berth 208 municipal water pipe detail layout
<b>ME-006-FP</b>	Berth 208 sea water pipe detail layout
<b>ME-007-FP</b>	Berth 208 foam water pipe detail layout

<b>ME-008-FP</b>	Berth 209 municipal water pipe detail layout
<b>ME-009-FP</b>	Berth 209 sea water pipe detail layout
<b>ME-010-FP</b>	Berth 209 foam water pipe detail layout

## SECTION 2

### 4. Management and start up

#### 4.1 Project meetings

Project meeting shall be convened and chaired by the *Employer's* Agent or his delegated representative as follows:

Title & purpose	Occurrence	Location	Attendance
Project kick-off meeting	<ul style="list-style-type: none"> <li>Within 1 week of commencement</li> </ul>	Employer's office	<ul style="list-style-type: none"> <li>Employer's agent (appropriate delegates)</li> <li>Consultant (appropriate key personnel)</li> </ul>
Site Inspection	<ul style="list-style-type: none"> <li>Within 1 week of commencement</li> <li>Thereafter, as and when required</li> </ul>	On site	<ul style="list-style-type: none"> <li>Employer's agent (appropriate delegates)</li> <li>Consultant (appropriate key personnel)</li> </ul>
Risk management	<ul style="list-style-type: none"> <li>Monthly</li> </ul>	Microsoft Teams	<ul style="list-style-type: none"> <li>Employer's agent (appropriate delegates)</li> <li>Consultant (appropriate key personnel)</li> </ul>

Overall contract progress and feedback	<ul style="list-style-type: none"> <li>• Bi-weekly</li> </ul>	Microsoft Teams	<ul style="list-style-type: none"> <li>• Employer's agent (appropriate delegates)</li> <li>• Consultant (appropriate key personnel)</li> </ul>
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## 4.2 Safety risk management

- 4.2.1 The *Contractor* and his *Employees* shall have valid safety training and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the Project Manager at the commencement of the contract.
- 4.2.2 The *Contractor* shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), and any amendment thereof.
- 4.2.3 The *Contractor* undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), Construction Regulations 2014 and comply with the Act as well as SAMSA Act and Regulations and any other legislative requirements.
- 4.2.4 The *Contractor* also undertakes to comply with the Safety Rules of Transnet National Ports Authority (TNPA), as adopted from time to time, a copy of which can be obtained from the Project Manager, as well as the Local Authority Bylaws and all relevant Regulations.
- 4.2.5 The *Contractor's* attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The *Contractor* makes

available and ensures compliance to the TNPA SHE Specification for Construction by its employees and *Subcontractors* in the language of this contract.

4.2.6 A SHE File with all related documents should be submitted and approved by TNPA SHE Department before commencing any work. The contents of the SHE file will be provided to the successful bidder through TNPA Project Manager.

The following personal protective equipment shall be worn at the Works when applicable:

- Full overalls,
- Safety shoes with non-slip soles,
- Hard hats with chin straps,
- Life jackets,
- Gloves,
- Acceptable Hearing Protection,
- Provision of Safety Glasses/Goggles,
- Full Safety harnesses attached to the structure when working at heights,
- All persons shall wear either yellow or orange reflective vests. This is a prerequisite of Transnet.

4.2.7 The *Contractor* employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.

4.2.8 During delivery of goods at Transnet premises the applicable Transnet National Ports Authority Health and Safety specification will be enforced. The *Contractor* must comply and is responsible for ensuring that all of its *Sub-Contractors* comply with the relevant legislation(s) and statutory regulations for health and safety and other document pertaining to health & safety include standards, policies, procedures, guidelines and safe work instructions. Transnet safety rules all applicable legislation, regulations issued in terms thereof, and the Transnet safety rules, shall be entirely at the *Contractor's* cost, and shall be deemed to be allowed for in the tendered prices.

4.2.9 Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:

- The *Contractor* shall appoint a Health and Safety coordinator to liaise with the Project Manager or Supervisor on matters pertaining to occupational health and safety.
- The *Contractor* shall advise the Project Manager of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the *Contractor* or Sub-*Contractor*.
- A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993) must also be furnished.
- All clauses in this contract pertaining to health and safety forms an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the Employer to the appropriate remedies.
- The *Contractor* and his staff shall attend a compulsory induction course to be arranged by the Employer on or before the date when the site is made available to the *Contractor*.

4.2.10 The *Contractor's* appointed Site Representative and the Project Manager shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the Supervisor, and be approved by the *Project Manager*, before any construction work can commence.

4.2.11 The OHS Act 85 of 1993 clearly states in the Safety Regulations Clause No. 2A:

“INTOXICATION” An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace”. The Employer enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises.

4.2.12 The *Contractor* shall ensure that a suitably qualified safety representative is appointed, and regular safety meetings are held. Written minutes of these safety meetings shall be

forwarded to the Project Manager. All costs related to the safety aspects required under this contract will be carried by the *Contractor* and therefore be covered under the rates tendered.

4.2.13 During the construction period of the works, a monthly report will be submitted of all incidents and accidents.

4.2.14 A Hot Work Permit will be required obtainable from TNPA Fire Department for any hot works to be performed in the work area.

### **4.3 Environmental Constraints and Management**

The *Contractor* shall comply with the following minimum environmental requirements during the replacement of pipes and valves at berth 208 & 209 in the Port of Richards Bay.

4.3.1 The *Contractor* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management as well as associated regulations that will include but not limited to the NEMA (National Environmental Management Act, Act 107 of 1998), Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998 and the National Heritage Resources Act, Act 25 of 1999.

4.3.2 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.

### **4.4 Penalties**

TNPA Port of Richards Bay may impose penalties for:

- Failure to complete the works by the completion date
- Non-compliance to SHE requirements resulting in incidents.

Penalties will be charged at R2000 per calendar day work remain incomplete after the agreed completion date. SHE related incidents penalties will be accessed based on the magnitude of the damaged caused by the *Contractor*.

#### **4.5 Contractor's management, supervision and key people**

4.5.1 The Contractor shall report all injuries that occurred during construction for the duration of the contract.

4.5.2 The Contractor shall ensure:

- Reporting of any incident to the Project Manager;
- Attendance at all SHE meetings, toolbox talks and induction programmes;
- Litter control and clearing of litter from the Site and Working Areas; and
- Where traffic controlling signs are required, they supply and place the sign accordingly.

#### **4.6 The Contractor's Invoices**

4.6.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the Employer's procedure for invoice submission.

4.6.2 The invoice must correspond to the Project Manager's assessment of the amount due to the *Contractor* as stated in the payment certificate.

4.6.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd.

Transnet SOC Limited's VAT No: 4720103177.

Invoice number.

The *Contractor's* VAT Number; and

The Contract number:

4.6.4 The invoice is presented either by email or by hand delivery.

4.6.5 Invoices submitted by hand delivery are addressed to:

**The formal Physical Address for the Contract will be:**

Pioneer Centre

San Thom Road

Port of Richards Bay

RICHARDS BAY

This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.

## SECTION 3

### 5. Contractor's Works Information

#### 5.1 Technical scope of work

##### Site establishment

- The *Contractor* shall formally communicate with the Project Manager before commencing any work on any site, the *Contractor* shall ensure that all the valves are closed before commencing with the works.
- The *Contractor* is to be aware of Berth occupancy challenges and should plan the removal and installation programme accordingly. The Project Manager will share ship-line up with the *Contractor*.
- The *Contractor* to confirm **ALL** sizes on site before commencing with the works.

##### Disassembling and removal of piping system

- The *Contractor* shall disassemble and remove the corroded or identified mild steel piping system from berth 208 and 209. This includes the identified mild steel pipes, gate valves, Viking Johnson's (flange adapters'), flanged tee connections and foam pourers.
- The *Contractor* shall dispose of the disassembled materials or components as instructed by TNPA.
- The *Contractor* shall ensure that all the required equipment for disassembling, removal and installation of the identified components is provided and quoted for by them. TNPA will not provide any equipment to conduct the works.
- *Contractor* to note that a hot works permit will be required for any hot works to be performed in the work area (see section 4.2.14 in this document).
- *Contractor* to make an allowance for TNPA to conduct site visits once manufacturing of components has been completed. *Contractor* shall not coat the material if TNPA has not approved the quality.

##### Installation of required materials

###### FOAM WATER LINE (BLUE PIPES)

1. Berth 209-A
  - The *Contractor* shall supply, deliver and install 160mm mild steel flanged tee with fabricated females attached (75mm ports (2))
  - The *Contractor* shall supply, deliver and install a stop-end flange (160mm)

## 2. Berth 209

- The *Contractor* shall supply, deliver and install a 17m length, 90mm diameter flanged seawater mild steel pipe leading to the quay (including the pipe under the grid). The pipe fittings include:
  - 1x 90 mm straight offset double flanged
  
- Pipe on the quayside:
  - The *Contractor* shall supply, deliver and install a 75mm, 60m length flanged mild steel pipe. The mild steel pipe shall be fitted on the quay wall similar to how it is fitted currently. The mild steel pipe shall be fitted with:
    - 2x 75mm 90<sup>0</sup> flange to flange elbow
    - 1x75 mm flanged tee attachment
    - 1x90mm flanged tee attachment (90mm reduced to 75mm flange)
    - 1x90mm elbow
    - 1x90mm extension piece
  
- The *Contractor* shall supply, deliver and install (berth 209-B):
  - 160mm to 75mm flanged tee (centre tee)
  - 2x 160mm 90<sup>0</sup> elbow flange
  - 160mm flange tee
  - 1m spool piece 160mm flange to flange
  - 1m x 160mm flange to 75mm reducer female
  - 1x 75mm booster (male)
  - 1m x 160mm flange to 100mm reducer
  
- The *Contractor* shall supply, deliver and fit (berth 209-A):
  - 2x 35<sup>0</sup> offsets flanged (2m)
  - 1m x 75mm pipe flange
  - 2x 95<sup>0</sup> short radius flanged
  - 8m x75mm diameter flanged pipe

## **Installation of fittings and attachments**

### Sea water line (Red pipe)- Beth 208

- The *Contractor* shall supply, deliver and install:
  - 450mm flanged attachment tee connection (270mm pipe diameter)
  - 200NB Four headed fire hydrant
  - 3x Flanged long barrel flange adapter (260 to 280mm size range)
  - 2x Flanged long barrel FLANGE ADAPTERs (218 to 238mm size range)

### Freshwater or Municipal line (Green pipe) – Berth 208

- The *Contractor* shall supply, deliver and install:
  - 2x 295mm flanged tee attachment (160mm pipe diameter)
  - 2x 200NB two headed fire hydrants.
  - 1x Flanged Long barrel flange adapter (150 to 170mm size range)

### Foam water line (Blue pipe) – Berth 208

- The *Contractor* shall supply, deliver and install:
  - 2x Flanged long barrel flange adapters (340 to 360mm size range)

## **Valves**

- The *Contractor* shall supply, deliver and install:
  - 1x DN250 ANSI Class 150 butterfly valve double flanged gearbox on the foam water line (blue pipe) at berth 209-A

- 2x DN150 ANSI Class 150 butterfly valves double flanged gearbox on the freshwater line at berth 209-A&B
- 1x DN200 ANSI Class 150 butterfly valves double flanged gearbox on the foam water line at berth 209-A
- 2x DN150 ANSI Class 150 butterfly valves double flanged gearbox on the freshwater line at berth 208
- 1x DN300 ANSI Class 150 butterfly valves double flanged gearbox on the foam water line at berth 208

### **Foam pourers**

#### ❖ Bund pourers

- The *Contractor* shall supply, deliver, and install:
  - 2x 50mm reducer flange
  - 2x 50mm 90° elbow flange
  - 2x 100mm tee flange
  - 4x 90° elbow flange to be extended with a 3m flange to flange tail pieces on either side
  - 2x 100mm extension spool piece
  - 2x 100mm to 50mm reducer flange
  - 6x 50mm MX1200 foam bund pourer (316 Stainless Steel Pourer Tube and Internals)
  - 5x 50mm flanged reducer
  - 4x reducer flange (75mm to 50mm)
  - 4x 75mm tee flange

#### ❖ Quay pourers

- The *Contractor* shall supply, deliver and install:
  - 3x 50mm MX1200 foam quay pourers (316 Stainless Steel Pourer Tube and Internals)

#### **Connections**

- The *Contractor* shall ensure that all flange connections are accompanied by required mild steel bolts, nuts, washers and graphite spiral wound gaskets.
- An allowance should be made for insulated washers and insulated sleeves for the stainless-steel pourer tubes.

#### **Pipe coating**

- The *Contractor* shall ensure that all pipes, valves, flange adapters and all other components that require coating are coated (internal and external) with Fusion Bonded Epoxy (FBE) system. The FBE shall be applied to preheated surfaces attaining thickness of approximately 250 – 350 microns using electrostatic spraying equipment.
- The *Contractor* shall ensure that preliminary thickness measurements are taken during the application process.
- FBE external coating shall meet ISO 21809-2 / ISO 21809-3 requirements (or equivalent industrial FBE standard). Coating thickness, adhesion, and curing records must be supplied.

#### **Quality assurance requirements**

- Mill certificates for pipe, fittings and valve materials (chemical & mechanical).
- Coating certificate and coating thickness report (ISO 1461).
- FBE manufacturer's datasheet, application records, batch/oven cure logs, adhesion and holiday test records (ISO 21809-2).
- Welding procedure specification (WPS).
- Valve factory test certificates (ISO 5208 / API 598) including seat and shell tests.
- All pipework shall be hydraulically tested and certified to NFPA 13 / ISO 5208 requirements. Contractor shall submit mill and coating certificates and provide photographic evidence of coating condition prior to installation.
- Before commissioning, the Contractor shall flush system to remove debris, verify valve operation and seat tightness. For fire systems, the Contractor shall follow NFPA flushing volumes and velocity guidance.

Transnet National Ports Authority

Tender Number: TNPA/2026/05/0988/5537/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months





## PART 4: SITE INFORMATION

Core clause 11.2(16) states;

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

### 1. Description of the Site and its surroundings

#### 1.1. General description

1.1.1 The area where the works are to be constructed is at the South Dunes precinct at the liquid bulk terminal. The site is within the Port of Richards Bay Boundary represented by the purple line in figure 1 below.



**Figure 1:** Port of Richards Bay - Port Boundary

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- 1.1.2 Entry to the Port of Richards Bay is via existing public and maintenance road networks through the Main/RBCT, Bayvue and East security entrances. The external road network, which services the PoRB directly, includes John Ross Highway (R34), National Route 2, West Central Arterial, Harbour Arterial, Medway Road and Bayview Boulevard.
- 1.1.3 The Port of Richards Bay is located approximately 160 km north-east of Durban and 465 km south of Maputo, on the eastern seaboard of South Africa (SA). The Port is situated on the north-eastern coast of KwaZulu Natal (KZN) and falls within the City of uMhlatuze (CoM) Local Municipality and King Cetshwayo District Municipality.
- 1.1.4 The Port is situated in the summer rainfall area of KZN. The average rainfall is in the order of 800 to 1000mm/year. The site falls into wet subtropical climatic region in terms of the Weinert N-classification. The water table in the Port of Richards Bay can be encountered at least 1.5m below ground level.
- 1.1.5 Access must be subject to the Transnet National Ports Authority (TNPA) security requirements and regulations, which states that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility".
- 1.1.6 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person loose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the *Contractor*. This must also apply if permits are not returned at the end of the project completion.
- 1.1.7 The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- 1.1.8 The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

1.1.9 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. TNPA has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the *Contractor*. Prior arrangement must be made with the *Employer*.

## 1.2. Existing buildings, structures, and plant & machinery on the Site

1.2.1 The details of the existing buildings, structures, plant and machinery on Site will be made available from the *Employer* to the *Contractor* as and when required.

1.2.2 The works will be conducted at berth 208 & 209. The Contractor is wear life jackets when working beyond the yellow line.



## 1.3. Hidden services

1.3.1 No existing services will be affected by the construction for this project.

#### **1.4. Material disposal**

The material is to be disposed of at the Pioneer Centre scrap yard (LAT: 28°47'13.74"S,  
LONG: 32° 1'42.58"E) or as directed by TNPA.