

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2026/07/0002/114574/RFP

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL, FOR A PERIOD OF TEN (10) MONTHS.

C1.2 Contract Data

Part one - Data provided by the *Employer*

(Compilers) Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Completion of this data in full including Z Clauses, according to the Options chosen, is essential to create a complete contract. (Please delete all the above highlighted sentences).

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in Law
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X18: Limitation of liability

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		Z1: Local Production and Content Obligations Z2: Additional Clauses relating to joint venture Z3: Anti-Corruption Warranty Z4: Protection of Personal Information Act Z5: Collusion in the Construction Industry Z6: Additional clause relating to Performance Bonds and/ or Guarantees
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is: Address Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet Port Terminals 202 Anton Lembede Street Durban 4000
10.1	The <i>Project Manager</i> is: (Name) Address Tel e-mail	TBC Transnet Port Terminals 202 Anton Lembede Street Durban 4000
10.1	The <i>Supervisor</i> is: (Name) Address	TBC Transnet Port Terminals 202 Anton Lembede Street Durban 4000

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	Tel No.							
	e-mail							
11.2(13)	The <i>works</i> are	REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOCLTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL, FOR A PERIOD OF TEN (10) MONTHS						
11.2(14)	The following matters will be included in the Risk Register	To be updated during risk meetings						
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and it surroundings"						
11.2(16)	The Site Information is in	Part C4						
11.2(19)	The Works Information is in	Part C3						
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.						
13.1	The <i>language of this contract</i> is	English						
13.3	The <i>period for reply</i> is	2weeks						
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.						
3	Time							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Ten (10) months from contract start date						
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table><tr><td>Condition to be met</td><td>key date</td></tr><tr><td>1 Site access</td><td>TBC</td></tr><tr><td>2 Complete whole works</td><td>TBC</td></tr></table>	Condition to be met	key date	1 Site access	TBC	2 Complete whole works	TBC
Condition to be met	key date							
1 Site access	TBC							
2 Complete whole works	TBC							
30.1	The <i>access dates</i> are	<table><tr><td>Part of the Site</td><td>Date</td></tr><tr><td>1 The whole of the sites</td><td>TBC</td></tr></table>	Part of the Site	Date	1 The whole of the sites	TBC		
Part of the Site	Date							
1 The whole of the sites	TBC							

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31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBC
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements:

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The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Durban

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80	Employer's risks	None
81	The Contractor's risks	
81.1	From the starting date until the Defects Certificate has been issued, the risks which are not carried by the Employer are carried by the Contractor.	
82	Repairs	
82.1	Until the Defects Certificate has been issued and unless otherwise instructed by the Project Manager, the Contractor promptly replaces loss of and repairs damage to the works, Plant and Materials.	
84	Insurance Cover	
84.1	The Contractor provides the insurances stated in the Insurance Table except any insurance which the Employer is to provide as stated in the Contract Data. The Contractor provides additional insurances as stated in the Contract Data.	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

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	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000. 5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.

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84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	Activity Schedule
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, South Africa

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The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law

X2.1	Changes in the law of	A change in the law of the country in which the Site is located is a compensation event if it occurs after the Contract Date. The Project Manager may notify the Contractor of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.
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X5 Sectional Completion

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	Description	<i>Completion date</i>
		1	Design – Each Terminal	TBC
		2	Assessment of underground services & excavation – each terminal	TBC
		3	Removal and disposal of existing damaged fence and installation of temp fence – each terminal	TBC
		4	Supply and installation of permanent fence & gates, incl. concrete and immediate removal of temp fence – each terminal	TBC
		5	Commissioning and handover	TBC

X7 Delay damages

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X7.1	Delay damages for late Completion of the whole works:	0.01% of Contract Value per day, limited to 7.5% of the Contract Value
X13	Performance Bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The <i>Contractor's</i> liability to the <i>Employer</i> for the <i>Employer's</i> indirect or consequential loss is limited to the amount stated in the Contract Data.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The amount of the deductible payable in terms of the Employer's insurance policy or an amount being equal to the total Contract value inclusive of VAT whichever is applicable
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect inclusive of VAT.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	An amount being equal to the total Contract Value inclusive of VAT
X18.5	The <i>end of liability date</i> is	5 years after completion of the whole of the works
Z	Additional conditions of contract are:	

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Z1 Local Production and Content

Z1.1 In terms of Local Production and Content (SBD 6.2), of the Returnable Schedule T2.2.31 Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Steel Products and Component for Construction.

Z1.2 The Contractor is required to note that the Employer, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements.

Z1.3 The Contractor is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Breach of Local Production and Content commitments provides the Employer may cause to terminate the contract.

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

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Z2.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z3 Anti-Corruption Warranty

Z3.1

CONTRACTOR hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

Z3.2

In the event that CONTRACTOR has committed a any Corrupt Act or is found by any competent court or judicial body to have committed any Corrupt Act in relation to this Contract or in relation to another contract that has a material impact on this Contractor in the event that:

**I. Improper payments are being or have been made or offered to Transnet officials or any other person by CONTRACTOR or those acting on behalf of CONTRACTOR with respect to the Services; or
II. CONTRACTOR or those acting on behalf of CONTRACTOR has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.
then:**

a) In addition to the remedies available in law to Transnet, Transnet reserves the right to instruct CONTRACTOR to (i) dismiss the employee(s) involved, and/or (ii) to terminate its contracts with the relevant supplier/sub-Contractor, as the case may be, and should CONTRACTOR fail to do so, or if the breach is incapable of being remedied, Transnet may terminate the Contract; and

b) Transnet will be entitled to recover the direct damages suffered by Transnet as a result of the termination of the Contract and no further payments will be made to CONTRACTOR, save for those sums which have already been committed. CONTRACTOR shall deliver to Transnet all works already completed in terms of the contract which Transnet has paid for.

Z4 Protection of Personal Information Act

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Z4.1		The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
Z5	Additional Clause Relating to Collusion in the Construction Industry	
Z5.1		The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z6	Additional clause relating to Performance Bonds and/ or Guarantees	
Z6.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the Employer by a financial institution reasonably acceptable to the Employer.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2026/07/0002/114574/RFP

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL, FOR A PERIOD OF TEN (10) MONTHS.

62 SSCC	in	The percentage for design overheads is	%
63 SSCC	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

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