

Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF MOBILE CRANE HIRE SERVICES FOR TRANSNET NATIONAL PORTS AUTHORITY IN SHIP REPAIR AT THE PORT OF CAPE TOWN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

RFP NUMBER	: TNPA/2026/04/0721/4128/RFP
ISSUE DATE	: 29 MAY 2026
VIRTUAL NON-COMPULSORY	: 08 JUNE 2026 at 10:30 am
NON-COMPULSORY SITE VISIT	: 08 JUNE 2026
CLOSING DATE	: 22 JUNE 2026
CLOSING TIME	: 12: 00 Noon
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

Contents

Number	Heading
---------------	----------------

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

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 Price List

Part C3: Scope of Work

Part C4: Service 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].

DESCRIPTION	Provision of Mobile Crane hire services for Transnet National Ports Authority in Ship Repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

NON-COMPULSORY TENDER CLARIFICATION MEETING	<p>A Non-Compulsory Tender Clarification Meeting will be conducted on Ms Teams(https://teams.microsoft.com/meet/377585497841542?p=DyCXcTeX46LRPTw0L) 08 June 2026 at 10:30 am for a period of ± Two (02) hours.</p> <p>A Non-compulsory site visit will be held on 08 June 2026 at 12 h00 for a period of ± Two (02) hours at Ship Repair, Transnet National Ports Authority Port of Cape Town, Duncan Road, Ship Society, Foreshore, Port of Cape Town, 8001.</p> <p>The Non-Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> •Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. •Tenderers without the recommended PPE will not be allowed on the site walk. •Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. •All forms of firearms are prohibited on Transnet properties and premises.
--	--

	<ul style="list-style-type: none"> •The relevant persons attending the site visit must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Tenderers may/may not attend the non-compulsory site visit and will not be disqualified if they did not attend the site visit.</p>
CLOSING DATE	<p>12:00 noon on 22 June 2026 at 12h00 noon.</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</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) 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.

-
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP 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 **T2.2-16- [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

Tenderers 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/>. Tenderers 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 National Ports Authority

Tender Number: TNPA/2026/04/0721/4128/RFP

Description of the service: Provision of Mobile Crane hire services for Transnet National Ports Authority in Ship Repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

SCHEDULE OF BID DOCUMENTS

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2026/04/0721/4128/RFP	ISSUE DATE:	29/05/2026	CLOSING DATE:	22/06/2026	CLOSING TIME:	12H00
-------------	-----------------------------------	-------------	-------------------	---------------	-------------------	---------------	--------------

DESCRIPTION **Provision of Mobile Cranes hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.**

BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):
<https://transnettenders.azurewebsites.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Xolani Mdluli	CONTACT PERSON	Apelele Tyali
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	TNPATenderenquiries1@transnet.net		

SUPPLIER INFORMATION NB Contact details below will be used to contact the tenderer, return of any other contact details anywhere else in the document will not be used to contact the tenderer!!

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			



Transnet National Ports Authority

Tender Number: TNPA/2026/04/0721/4128/RFP

Description of the service: Provision of Mobile Crane hire services for Transnet National Ports Authority in Ship Repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	6 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
--	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.



PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

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).

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

C2.2 Price Schedule

Part C3: Scope of work

C3.1 Service Information

C.1.4 The Employer's agent is:

Commodity Specialist

Name:

Xolani Mdluli.

Address:

Transnet National Ports Authority.
Commissioner Street
Carlton Centre Building
Johannesburg
2000

E – mail

TNPATenderenquiries1@transnet.net

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

STAGE ONE: TEST FOR ELIGIBILITY CRITERIA AND TEST FOR RESPONSIVENESS

Step One : The test for Eligibility Criteria

The test for Eligibility Criteria responsiveness to this RFP will include the following:

Check for Eligibility Criteria responsiveness	RFP Reference
<ul style="list-style-type: none"> A Valid Proof of Company's Registration/Certificate as a Lifting Machinery Entity (LME), <i>issued by the Department of Employment and Labour (DEL).</i> <p><i>NB: The validity of the Company's Registration/Certificate will be verified with the Department of Employment and Labour (DEL). Invalid certificate will not be considered for evaluation and will result in disqualification.</i></p>	T2.2-01a
<ul style="list-style-type: none"> Mobile Crane Supply (Availability and Ownership/Hiring of the Equipment) 	T2.2-01b
<ul style="list-style-type: none"> Whether the tenderer submitted a fully completed and signed form of offer and acceptance AND Price list total Excl. VAT carried over to Form of Offer and Acceptance. 	Part C2: Pricing data

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

STEP TWO: Test for Responsiveness

The test for responsiveness will include the following:

Administrative and substantive responsiveness check	RFP Reference
<ul style="list-style-type: none"> Validate whether bid has been lodged on time 	<p>Section 1: Notice to tenderers</p>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed and submitted 	<p><i>All sections</i></p>
<ul style="list-style-type: none"> Bid administrative documents / Essential documents (declarations, certificate of acquaintance, etc) 	<p><i>All sections</i></p>
<ul style="list-style-type: none"> Mandatory returnable documents 	<p>Part T2 : Returnable documents</p>
<ul style="list-style-type: none"> Bid documents used for scoring 	<p>Part T2 : Returnable documents</p>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<p>Part C2: Pricing data</p>
<ul style="list-style-type: none"> The bidder must submit the following pre - qualification documents: <ol style="list-style-type: none"> T2.2-01a: - A Valid Proof of Company's Registration/Certificate as a Lifting Machinery Entity (LME), issued by the Department of Employment and Labour (DEL). NB: The validity of the Company's Registration/Certificate will be verified with the Department of Employment and Labour (DEL). Invalid certificate will not be considered for evaluation and will result in disqualification. T2.2-01b: Mobile Crane Supply (Availability and Ownership/Hiring of the mobile crane equipment) Part C2: Pricing data Whether the tenderer submitted a fully completed and signed form of offer and acceptance AND Price list 	



total Excl. VAT carried over to Form of Offer and Acceptance.	
---	--

Bids must be administratively and substantively responsive to advance to STAGE THREE for further evaluation

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Addenda will be issued to all tenders who attended and those who did not attended the non-compulsory briefing session including those entities that intends forming a joint venture.

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 package are as follows:

- | | |
|-------------------------|--|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer:
..... ▪ Contact person and details:
..... ▪ The Tender Number:
TNPA/2026/04/0721/4128/RFP ▪ The Tender Description: Provision of Mobile Crane hire services for Transnet National Ports Authority in Ship Repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years. |
|-------------------------|--|

Documents must be marked for the attention of:
Employer's Agent: Xolani Mdluli

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

-
- C.2.15 **The closing time** for submission of tender offers is: **Time: 12:00 noon** on the **22 June 2026** Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

-
- 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.

-
- 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. Proof of registration on the Central Supplier Database;
 4. 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 Points**

STAGE 2: Functionality Criteria

The procedure for the evaluation of responsive tenders is **Functionality**:

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 Scoring

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

Evaluation Schedules	Maximum number of points
T2.2-02: Key Personnel, Experience and Qualifications	25
T2.2-03: Company Previous experience	31
T2.2-04: Proximity of Location	30
T2.2-05: Health and Safety Requirements	14
Maximum score for functionality	100

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the functionality schedules.

Each evaluation criteria will be assessed in terms of scores of **0, 20, 40, 60, 80, 100**. 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).

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.3.1.

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.

Thresholds	Minimum Threshold
Functionality	60

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); **and**
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

Up to 20 tender evaluation points for specific goals will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

STAGE THREE: Price and B-BBEE Criteria

Evaluation Criteria	Final Weighted Scores
Price	80/90
Specific goals - Scorecard	20/10
Total Score	100

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

Specific Goals	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	04	02
EME or QSE 51% Black Owned	16	08
Non-compliant and/or B-BBEE Level 3-8 contributors	00	00

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Evidence Required
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

C.3.13.

Tender offers will only be accepted if:

- 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;
- The tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- 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.

Transnet will award the tender to the highest scoring bidder/s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

- Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact **(T2.2-18)**;
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact **(T2.2-18)**

- Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and is not able to perform the contract free of conflicts of interest.

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

T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 Stage One: These schedules are required for pre-qualification and eligibility purposes:

T2.2-01a: - A Valid Proof of Company's Registration/Certificate as a Lifting Machinery Entity (LME), issued by the Department of Employment and Labour (DEL).

NB: The validity of the Company's Registration/Certificate will be verified with the Department of Employment and Labour (DEL). Invalid certificate will not be considered for evaluation and will result in disqualification.

T2.2-01b: Mobile Crane Supply (Availability and Ownership/Hiring of the mobile crane equipment)

Part C2: Pricing data

- Whether the tender contains a fully completed and signed form of offer and acceptance AND Price list total Excl. VAT carried over to a Form of Offer and Acceptance.

2.1.2 Stage TWO: these schedules will be utilised for Functionality evaluation purposes:

T2.2-02 Key Personnel, Experience and Qualifications

T2.2-03 Company Previous experience

T2.2-04 Proximity of Location

T2.2-05 Health and Safety Requirements.

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of Good Standing

T2.2-09 Risk Elements

T2.2-10 Availability of equipment and other resources

T2.2-11 Job Creation Schedule

T2.2-12 Affected Property Establishment requirements

T2.2-13 Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6 on ANNEX G Compulsory Enterprise Questionnaire



Agreement and Commitment by Tenderer:

T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-15 Non-Disclosure Agreement

T2.2-16 RFP Declaration Form

T2.2-17 RFP – Breach of Law

T2.2-18 Certificate of Acquaintance with Tender Document

T2.2-19 Service Provider Integrity Pact

T2.2-20 Supplier Code of Conduct

1.3.2 Financial/Insurance:

T2.2-21 Insurance provided by the Contractor

T2.2-22 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-23 Transnet Vendor Registration Form

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Price List

2.5 C2.2 Price List

T2.2-01a: Company's registration as a Lifting machinery entity (LME).

The certificate must be issued by the Department of Employment and Labour (DEL.)

Description	Submitted (Yes) or (No)
<ul style="list-style-type: none">A Valid Proof of Company's Registration/Certificate as a Lifting machinery entity (LME). The certificate must be issued by the Department of Employment and Labour (DEL.) <p><i>NB: The validity of the Company's Registration/Certificate will be verified with the Department of Employment and Labour (DEL). Invalid certificate will not be considered for evaluation and will result in disqualification.</i></p>	

NB: Failure to submit the Mandatory document will result in disqualification.

T2.2-01b: Mobile Crane Supply (Availability and Ownership/Hiring of the mobile crane equipment)

Tenderer to provide a proof of Mobile crane ownership and/or a proof confirming mobile cranes which will be hired by the tenderer for the purposes of this tender should the tenderer be successful.

Tenderers must complete the table below to confirm the availability of Mobile crane.

Number and type of available Mobile crane	Quantity	Owned/hired	Proof attached Yes or No
35-ton mobile crane	3 Cranes for each site		
80-ton mobile crane	3 Cranes for each site		
180-ton mobile crane	1 Crane for any of the 3 sites		
220-ton mobile crane	1 Crane for any of the 3 sites		

In the case where the mobile crane are owned by the tenderer, proof of ownership must be in the form of a **license disc or certificate of ownership**, as per e-Natis requirements, in the name of the company or directors must be attached.

In the case where the mobile cranes are to be hired by the tenderer, a signed and dated letter of intent from a mobile crane company addressed to the tenderer with contact details and reference to this project, supported by proof of ownership must be

in the form of a **license disc or certificate of ownership**, clearly indicating the list of Mobile cranes to be hired and made available, must be attached.

NB: A minimum of three of each Crane size for 35-ton mobile crane and 80- ton mobile crane for each of 3 sites are required.

Failure to submit proof for all 8 cranes as indicated above will result in disqualification.

T2.2-02: Evaluation Schedule: Required Personnel, Experience, and Qualifications (25) Points

The experience and qualification of the key personnel who will be responsible for operating the mobile cranes and rigging operations in relation to the Scope of Work.

NB: Each individual crane must come with its own individual qualified driver.

1. General experience (total duration of work activity). The experience must be set out in the C.V, stipulating/stating the name of the project, key responsibilities, commencement and end date.
2. The education, training and skills in which are pertinent to the scope of work. Proof of education and training (certification) must be attached to the C.V.

NB: The Qualifications/Certificate for all key personnel to be deployed must be certified to confirm the authenticity of the documents.

3. The minimum number of personnel to be deployed per Site

No.	Key Persons	Name and Surname	CV and qualifications/Certificates attached (Yes/No)
1	Supervisor (Qualified Rigger)		
2	Semi-Skilled rigger		
3	3X Crane Driver for each site (35-ton mobile crane)	i) ii) iii)	
4	3X Crane Driver for each site (80-ton mobile crane)	i) ii) iii)	



Transnet National Ports Authority

Tender Number: TNPA/2026/04/0721/4128/RFP

Description of the works: Provision of Mobile Crane hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

5	Crane Driver for 180-ton mobile crane		
6	Crane Driver for 220-ton mobile crane		

3.1. Experience and Qualification Requirements for Resources

a) Supervisor (Qualified Rigger)

- Minimum years practicing as a rigger: Seven (7)- eight (8) years of rigging experience
- Minimum qualifications: Trade test for Rigging

b) Semi-Skilled rigger

- Minimum years in the rigging field: one (1) year of basic rigging experience

c) Crane Driver

- The contractor needs to ensure that all crane drivers are certified according to SAQA Qual ID 242982 or equivalent.
- Minimum of three years of crane driving experience.

NB: The Qualifications/Certificate for all key personnel to be deployed must be certified by Commissioner of Oaths to confirm the authenticity of the documents. All Qualifications/certificates must valid for a period of six (06) months from closing date of the RFP.



4. SCORING GUIDELINE OF KEY RESOURCES

The scoring of the **Required Personnel and Experience (25)** will be as follows:

SUPERVISOR, SEMI-SKILLED RIGGER AND ASSISTANT CRANE DRIVER = (7) POINTS

	Supervisor (Qualified Rigger)	Semi-Skilled rigger
	4	3
Score 0	No submission/Irrelevant/insufficient information provided.	No submission/Irrelevant/ insufficient information provided
Score 20	CV and Qualification/ valid Certification confirming Trade tested rigger with less than (<) 5 years of rigging experience.	CV confirming less than (<) 6 months basic rigging experience
Score 40	CV and Qualification/ valid Certification confirming Trade tested rigger with 5–7 years of rigging experience	CV confirming basic rigging experience of above 6 months to less than 1 year of experience.
Score 60	CV and Qualification/ valid Certification confirming Trade tested rigger with 7- 8 years of rigging experience	CV confirming 1<2 years of basic rigging experience
Score 80	CV and Qualification/ valid Certification confirming Trade tested rigger with 9- 13 years of rigging experience	2<3 years of basic rigging experience
Score 100	CV and Qualification/ valid Certification confirming Trade tested rigger with 14+ years of rigging experience.	3+ years of basic rigging experience



CRANE DRIVERS = 18 POINTS

	3X Crane Driver 35-ton mobile crane for 3 sites	3X Crane Driver 80-ton mobile crane for 3 sites	1X Crane Driver 180-ton, mobile crane	1X Crane Driver 220-ton mobile crane
Scoring points for resources	6	6	3	3
Score 0	No submission, and/ OR Insufficient information provided			
Score 20	Three (3) CVs confirming Less than (<) 2 years of crane driving experience + Valid crane driving certificate.	Three (3) CVs confirming Less than (<) 2 years of crane driving experience + Valid crane driving certificate.	CV confirming Less than (<) 2 years of crane driving experience + Valid crane driving certificate.	CV confirming Less than 2 (<) years of crane driving experience + Valid crane driving certificate.
Score 40	Three (3) CVs confirming 2<3 years of crane driving experience + Valid crane driving certificate.	Three (3) CVs confirming 2<3 years of crane driving experience + Valid crane driving certificate.	CV confirming 2<3 years of crane driving experience + Valid crane driving certificate.	CV confirming 2<3 years of crane driving experience + Valid crane driving certificate.
Score 60	Three (3) CVs confirming 3<4 years of crane driving experience + Valid	Three (3) CVs confirming 3<4 years of crane driving experience + Valid crane driving certificate	CV confirming 3<4 years of crane driving experience + Valid crane driving certificate	CV confirming 3<4 years of crane driving experience + Valid crane driving certificate



Transnet National Ports Authority

Tender Number: TNPA/2026/04/0721/4128/RFP

Description of the works: Provision of Mobile Crane hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

	3X Crane Driver 35-ton mobile crane for 3 sites	3X Crane Driver 80-ton mobile crane for 3 sites	1X Crane Driver 180-ton, mobile crane	1X Crane Driver 220-ton mobile crane
	crane driving certificate			
Score 80	Three (3) CVs confirming 4<5 years of crane driving experience + Valid crane driving certificate	Three (3) CVs confirming 4<5 years of crane driving experience + Valid crane driving certificate	CV confirming 4<5 years of crane driving experience + Valid crane driving certificate	TWO CV confirming 4<5 years of crane driving experience + Valid crane driving certificate
Score 100	Three (3) CVs confirming 5+ years of crane driving experience + Valid crane driving certificate	Three (3) CVs confirming 5+ years of crane driving experience + Valid crane driving certificate	CV confirming 5+ years of crane driving experience + Valid crane driving certificate	CV confirming 5+ years of crane driving experience + Valid crane driving certificate

T2.2-03: Evaluation Schedule: Previous Experience (31 Points)

Note to tenderers:

1. The bidders must submit **four (4)** signed and dated reference letters/ completion certificates/Letter of recommendation on the company letterhead/ company stamp.
2. **The signed and dated reference letters/ completion certificates/Letter of recommendation of previous company experience must demonstrate, the following:**
 - a) company letterhead/ company stamp, b) Project description confirming- Supply of mobile Cranes, c). contract duration, d) Status of the project, e) client details and contact details.
3. The signed and dated reference letters/ completion certificates/Letter of recommendation from Agencies implementing projects on behalf of their clients /Joint ventures (JV) must be clearly stipulated.

NB: Failure to submit a signed and dated reference letters/ completion certificates/Letter of recommendation confirming all the five (5) listed elements under number 2. and the table below, will render the letter incomplete and a score of zero (0) will be allocated.

The table is for bidders to list their project experience NOT a replacement of the signed and dated reference letters/ completion certificates/Letter of recommendation.

	<u>company letterhead/ company stamp.</u>	Project description confirming- Supply/provision of mobile Cranes	Contract Duration	Status of Project	Client Name & Contact Details
1					
2					
3					
4					
5					
6					



Points (31)	The Tenderer demonstrates company experience in the Supply of Mobile cranes
Score 0	No submission OR Irrelevant OR Insufficient Information provided to determine the score
Score 20	The tenderer submitted a signed and dated two (02) reference letters / completion certificates/Letter of recommendations confirming two (2) projects in a relating to the scope of works.
Score 40	The tenderer submitted a signed and dated three (03) reference letters / completion certificates/Letter of recommendations three (3) projects relating to the scope of works.
Score 60	The tenderer submitted a signed and dated four (04) reference letters / completion certificates/Letter of recommendations confirming in four (4) projects relating to the scope of works.
Score 80	The tenderer submitted a signed and dated five (05) reference letters / completion certificates/Letter of recommendations confirming in five (5) projects relating to the scope of works.
Score 100	The tenderer submitted a signed and dated six (06) reference letters/ completion certificates/Letter of recommendations in six (6) projects relating to the scope of works.

T2.2-04: Evaluation Schedule: Proximity of Location (30 Points)

Submission of the following as a minimum with your tender:

1. A Municipal rates and taxes letter in the name of the bidder not older than six (06) months confirming the location of cranes and workshop proximity to the Harbour to respond to call-outs.
OR
2. A signed lease agreement by the bidder and lessor indicating the approximate location of the equipment (cranes) and workshop
OR
3. A notice of intent must be signed by both the bidder and the lessor. This notice will be given 30 days after the award to materialize.

NB: The address/site provided will be verified during the evaluation. In the event that the address/site has changed, the onus will be on the bidder to notify TNPA with an equivalent proximity address.

The scoring of the proximity of the location will be as follows:

Score 0	No submission of the required information, or/irrelevant/ insufficient information provided.
Score 20	Proof of proximity provided confirming the location of cranes and workshop proximity is more than 125 KM radius. A Municipal rates and taxes letter in the name of a bidder/A signed lease agreement by the bidder and lessor indicating the approximate location of the equipment (cranes) and workshop/ A notice of intent must be signed by both the bidder and the lessor
Score 40	Proof of proximity provided confirming the location of cranes and workshop proximity is 75 km < 125km radius of the TNPA Port of Cape Town/ A Municipal rates and taxes letter in the name of a bidder /A signed lease agreement by the bidder and lessor indicating the approximate location of



Transnet National Ports Authority

Tender Number: TNPA/2026/04/0721/4128/RFP

Description of the works: Provision of Mobile Crane hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

	the equipment (cranes) and workshop/ A notice of intent must be signed by both the bidder and the lessor
Score 60	Proof of proximity provided confirming the location of cranes and workshop proximity is 50km <75km radius of the TNPA Port of Cape Town, /A Municipal rates and taxes letter in the name of a bidder/ A signed lease agreement by the bidder and lessor indicating the approximate location of the equipment (cranes) and workshop/ A notice of intent must be signed by both the bidder and the lessor
Score 80	Proof of proximity provided confirming the location of cranes and workshop proximity is 25km < 50 km radius of the TNPA Port of Cape Town/ A Municipal rates and taxes letter in the name of a bidder / A signed lease agreement by the bidder and lessor indicating the approximate location of the equipment (cranes) and workshop/ A notice of intent must be signed by both the bidder and the lessor
Score 100	Proof of proximity provided confirming the location of cranes and workshop proximity is less than 25km of the TNPA Port of Cape Town/ A Municipal rates and taxes letter in the name of a bidder/ A signed lease agreement by the bidder and lessor indicating the approximate location of the equipment (cranes) and workshop/ A notice of intent must be signed by both the bidder and the lessor.

T2.2-05: Evaluation Schedule: Health and Safety Requirements (14 Points).

Submit the following documents as a minimum with your tender:

- 1. Signed Health and Safety Plan as per the scope of work in line with TNPA Health & Safety Specification, and the tenderer must include a minimum of six (6) to seven (7) requirements: (4 points)**
 1. Project Scope
 2. Policy
 3. Hazard Identification and Risk Assessment
 4. Legal & Other requirements
 5. Accountabilities and Responsibilities
 6. Competence, training, and awareness
 7. Occupational Health and Hygiene
 8. Rigging Activities
 9. Incident Reporting and Investigation
 10. Audits and Inspections
- 2. Overview of the tenderer's Risk Assessment methodology, submission of risk assessments indicating major activities of the works, how the risks will be addressed and mitigated; and must be in line with the Scope of Work (SoW) (5 points)**
 1. Site Establishment.
 2. Heavy Works.
 3. Working near or over water.
 4. Pre-operation inspections (structural damage, wire rope wear, proper functioning hydraulic systems).
 5. Operational activities (Lifting and moving of equipment)
- 3. Signed organogram with mandatory legal appointees' roles and responsibilities below are the key legal appointees with supporting Qualifications/certification as per legal requirements. (3 points)**
 1. Sec. 16(2) Delegated Authority (Ass. CEO/Managing Director/Director)
 2. Safety Officer, SHE certificate/ Diploma/Degree in SHE Management etc
 3. Risk Assessor, CR9.1 Competent certificate for Risk assessor.
 4. First Aiders, Competent certificate for First Aider
 5. Construction Vehicle and Mobile Plant Operator, Competent certificate for Operator.
- 4. Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer/ Managing Director/Director. List the five elements. (2 points)**
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance with legal requirements, appropriate to the nature of the contractor's activities,
 4. Hold management accountable for the development of the safety systems
 5. Include objectives and targets.



The scoring of the Tenderer's Health and Safety requirements will be as follows:

Points (14)	Signed Health and Safety Plan (4 points)	Risk Assessment (5 points)	Signed Organogram, Key personnel and Qualifications/Certifications (3 points)	Signed and dated Health and Safety Policy (2 points)
CRITERIA	<p>Signed Health and Safety Plan as per the scope of work in line with TNPA H&S specification.</p> <ol style="list-style-type: none"> 1. Project Scope 2. Policy 3. HIRA 4. Legal & Other requirements 5. Accountabilities and Responsibilities 6. Competence, training, and awareness 7. Occupational Health and Hygiene 8. Working @ Heights 9. Incident Reporting and Investigation 10. Audits and Inspections 	<p>Overview of the tenderer's Risk Assessment methodology, submission of risk assessments indicating major activities of the works (1. Site establishment, 2. Working at heights and Cranes, 3. Working near or over water, 4. Pre-operation inspections and 5. Operational activities) how the risks will be addressed and mitigated; and must be in line with the Scope of Work (SoW).</p>	<p>Signed Organogram with mandatory Legal Appointees' Roles & Responsibilities below are the key legal appointees supporting Qualifications/certification as per legal requirements.</p> <ol style="list-style-type: none"> 1. Sec. 16(2) Delegated Authority (Ass. CEO Managing Director/Director) 2. Safety Officer 3. Risk Assessor 4. First Aiders 5. Construction Vehicle and Mobile Plant Operator 	<p>Signed and dated Health and Safety Policy:</p> <ol style="list-style-type: none"> 1) Commitment to Safety, Pollution Prevention 2) Continual Improvement 3) Compliance with Legal requirements 4) Holding management accountable for the development of safety systems 5) Included objectives and targets.



<p>Score 0</p>	<p>No submission, tenderer's Health and safety (H& S) Plan not signed, and /OR inadequate requirements (Less than 3 provided).</p>	<p>No submission OR Inadequate submission covering: Overview of the tenderer's Risk Assessment methodology, submission of risk assessments indicating major activities of the works (1. Site establishment, 2. Working at heights and Cranes, 3. Working near or over water, 4. Pre-operation inspections and 5. Operational activities), how the risks will be addressed and mitigated; and must be in line with the Scope of Work (SoW).</p>	<p>No Submission or Inadequate information</p>	<p>No Submission, or Safety, Health and Environmental Policy not signed and/ OR dated</p>
<p>Score 20</p>	<p>Generic Health and Safety Plan that is aligned to the scope of work correlates to TNPA H&S specification or H&S Plan including any three (3) H&S Plan requirements.</p>	<p>Risk assessment methodology is provided with the risk assessment, covering any one (1) major activity provided in task-based risk assessment and are aligned to the project.</p>	<p>Organogram identifying key personnel reflected, with any of one (1) signed mandatory appointments with supporting certification as per legal requirements.</p>	<p>Safety, Health & Environmental Policy not signed and/or dated including any one (1) of the key elements covered.</p>



Score 40	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification covering between four (4) to five (5) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment, any of 2 major activities are provided in task-based risk assessment and are aligned to the project.	Organogram identifying key personnel reflected, with any of the two (2) signed mandatory appointments with supporting certification as per legal requirements.	Safety, Health & Environmental Policy signed and dated including any two (2) key elements covered.
Score 60	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification covering between six (6) to seven (7) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment, covering 3 major activities including (5) Operational activities are provided in task-based risk assessment and are aligned to the project.	Organogram with key personnel reflected, with any of the three (3) signed mandatory legal appointments with supporting certification as per legal requirements.	Safety, Health & Environmental Policy signed and dated including any three (3) key elements covered.
Score 80	Signed Health and Safety Plan as per the scope of work in line with TNPA H&S specification, covering between eight (8) to nine (9) H&S Plan requirements.	Risk assessment methodology is provided with risk assessment, covering 4 major activities including (5) Operational activities provided in the task-based risk assessment and are aligned to the project.	Organogram with the majority of key personnel identified and reflected, with any of the four (4) signed mandatory legal appointments with supporting certification as per legal requirements.	Safety, Health & Environmental Policy signed and dated including any four (4) key elements covered.



<p>Score 100</p>	<p>Signed Health and Safety Plan as per the scope of work in line with TNPA H&S specification, covering all ten (10) H&S Plan requirements.</p>	<p>Risk assessment methodology is provided with the risk assessment, covering all 5 major activities provided in the task-based risk assessment and are aligned to the project.</p>	<p>Organogram with all five (5) key personnel identified and reflected, signed mandatory legal appointments with maximum supporting certification as per legal requirements.</p>	<p>Safety, Health & Environmental Policy signed and dated including all five (5) key elements covered.</p>
------------------------------------	--	--	---	---



T2.2-06: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

I, _____ chairperson of the board of directors _____
 _____, hereby confirm that by resolution of the board taken
 on _____ (date), Mr/Ms _____, acting in the capacity
 of _____, was authorised to sign all documents in connection
 with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
 _____ hereby authorise Mr/Ms _____
 acting in the capacity of _____, to sign all documents in
 connection with the tender offer for Contract _____ and any contract
 resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.



C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity



D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____.

Signed

Date

Name

Position

Sole Proprietor



T2.2-07: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....



T2.2-11: Job-Creation Schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the Project Manager in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			

Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				



Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 3	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				



T2.2-13 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.



The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Enterprise name	



SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "**all applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "**B-BBEE status level of contributor**" means the B-BBEE status received by a measured

Specific Goals	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	04	02
EME or QSE 51% Black Owned	16	08
Non-compliant and/or B-BBEE Level 3-8 contributors	00	00

4.2 EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.2.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

4.3 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p>



EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.5 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.8 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: Level 1 or 2 =(maximum of 04 OR 02 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



Description of Service: Provision of Mobile Cranes hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	
-----	--	----	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
- Y Supplier
- Y Professional Supplier/Service provider
- Y Other Suppliers/Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]



8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



Description of Service: Provision of Mobile Cranes hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods,

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-14 NON-DISCLOSURE AGREEMENT [..... 2020]



Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....
.....

(Registration No.), a private company incorporated and existing under the laws of South Africa having its principal place of business at

.....
.....
.....
.....

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:



- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.



9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



T2.2-15: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER: ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]



We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of **T2.2-18** "Service Provider Integrity Pact".

For and on behalf of duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that ***I/we have/have not been*** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE _____ OF _____ BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-17 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;



-
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20__

SIGNATURE OF TENDERER



Transnet National Ports Authority

Tender Number: TNPA/2026/04/0721/4128/RFP

Description of Supply: Provision of Mobile Crane hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years

T2.2-18 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour

or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-

submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

- Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by

Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it

be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor

database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and



- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature

Date

T2.2-19 : Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

-
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature

T2.2-20: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for 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			
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 R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			



(Other)			



T2.2-21: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years financial statements audited of the single tenderer /members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

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:

DESCRIPTION OF THE WORKS PROVISION OF MOBILE CRANE HIRE SERVICE FOR TRANSNET NATIONAL PORTS AUTHORITY IN SHIP REPAIR AT THE PORT OF CAPE TOWN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



Transnet National Ports Authority
 Contract Number: TNPA/2026/04/0721/4128/RFP
 Description of Service: Provision of Mobile Crane hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

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: Service Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

.....

Name

.....

Capacity

.....

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

(Insert name and address of organisation)

Name & signature of witness

.....

Date

.....

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Ship Repair Transnet National Ports Authority Port of Cape Town Ship Society, Foreshore, Port of Cape Town, 8000
	e-mail	Apelele.Tyali@transnet.net

10.1	The <i>Service Manager</i> is (name):	Apelele Tyali
	Address	Ship Repair Transnet National Ports Authority Port of Cape Town Ship Society, Foreshore, Port of Cape Town, 8001
	e-mail	Apelele.Tyali@transnet.net
11.2(2)	The Affected Property is	
11.2(13)	The <i>service</i> is	Provision of Mobile Cranes hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.
11.2(14)	The following matters will be included in the Risk Register	1. Crane toppling over (leading to serious injuries)-Due to the incorrect positioning of the crane's counterweight 2. Damaging of TNPA assets.
11.2(15)	The Service Information is in	The Scope of Services
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	Two (2) weeks
2	The <i>Contractor's</i> main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	3 years
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	

50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Sout African Reserve Bank (SARB)
6	Compensation events	No additional data is required for this section of the conditions of contract.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	<ol style="list-style-type: none"> 1. Crane toppling over (leading to serious injuries)-Due to the incorrect positioning of the crane's counterweight 2. Damaging of TNPA assets.
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1		
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.

83.1 The *Contractor* total liability to the **The Total of the Prices.**
Employer for all matters arising under or
in connection with this contract, other
than the excluded matters, is limited to:

9 Termination **There is no Contract Data required for this section of the *conditions of contract*.**

10 Data for main Option clause

A Priced contract with price list

20.5 The *Contractor* prepares forecasts of the
final total of the Prices for the whole of
the *service* at intervals no longer than **Four (4) weeks.**

11 Data for Option W1

W1.1 The *Adjudicator* is (Name) **Both parties will agree as and when a dispute
arises. If the parties cannot reach an
agreement on the *Adjudicator*, the chairman
of the Association of Arbitrators will appoint
an *Adjudicator*.**

W1.2(3) The *Adjudicator nominating body* is: the Chairman of The Association of Arbitrators
(Southern Africa)

If no *Adjudicator nominating body* is
entered, it is **The Association of Arbitrators (Southern
Africa)**

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

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of
the Association of Arbitrators (Southern
Africa)**

The place where arbitration is to be held is **South Africa**

The person or organisation who will
choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not
state who selects an arbitrator, is **The Chairman of the Association of
Arbitrators (Southern Africa)**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is **The Base date is Ma One Month before
Tender Closing Date.**

The proportions used to calculate the Price Adjustment Factor are:

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

0.30	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)
-------------	--------------------------	--

		0.30	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
		0.15	Non-adjustable	
X2	Changes in the law	No additional data is required for this Option		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Refer to the Service Level Agreement and the Part C3 Service information document		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.		
X18.5	The <i>end of liability date</i> is	3 years after the end of the <i>service period</i>.		
X19	Task Order			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) weeks of receiving the Task Order		
Z	Additional conditions of contract			

Z1 Obligations in respect of Termination

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
------	---

Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
------	--

Z4 Protection of Personal Information Act

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

Z.5 Obligations in respect of Job Creation

Z5.1	<p>It will be a material term of this contract that the Contractor must contribute to the Employer’s job-creation objectives as set out in Returnable Schedule T2.11.</p>
------	--

Z5.2

The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule **T.2.2-11** will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.

Z5.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in **Returnable Schedule T.2.2-11**. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

Transnet
Contract number:
Description of the Service:

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



PRICING DATA

Document Reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	3

C2.1 PRICING INSTRUCTIONS: OPTION A

1.1 The conditions of contract

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

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

Identified And defined terms	11 11.2	(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the Contractor has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

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

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

1.3.3 The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor the completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices include all direct



and indirect costs, overheads, profits, risks, liabilities, obligations, etc., relative to the contract.

1.4 Contract rate

- 1.4.1 The contract will be awarded on a rate-based basis; however, for evaluation purposes, the total amount excluding VAT will be used.
- 1.4.2 The tendered rates in the Price list shall be subject to adjustments by the actual Consumer Price Index prevailing at the anniversary of the contract from Year-2 to Year-3.
- 1.4.3 The contract shall be on an "as and when required" basis. Transnet National Ports Authority (TNPA) will issue call-offs for mobile crane services as the need arises. Accordingly, the Contractor shall have no claim for any consequential loss of revenue arising from the non-utilisation or partial utilisation of the services under this agreement.

NB: The prices must be inclusive of all applicable costs and risks pertaining to the mobile crane services. Incomplete pricing will result in disqualification!!!

C2.2 Price List

Item no	Description	Unit	Qty	Rate
1	Fixed Charge Items			
1.1	Permits and site access	Sum	1	R
1.2	Safety File	Sum	1	R
2	Execution			
2.1	Site establishment for 35-Ton	each	1	R
2.2	Site establishment for 80-Ton	each	1	R
2.3	Site establishment for 180-Ton	each	1	R

Item no	Description	Unit	Qty	Rate
2.4	Site establishment for 220-Ton	each	1	R
2.5	Hire of a 35-ton mobile crane, inclusive of driver, fuel, and all associated rigging equipment for lifting, positioning, and handling of heavy components on site.	Per hour	1	R
2.6	Hire of 80-ton mobile crane, inclusive of driver, fuel, and all associated rigging equipment for lifting, positioning, and handling of heavy components on site.	Per hour	1	R
2.7	Hire of a 180-ton mobile crane, inclusive of driver, fuel, and all associated rigging equipment for lifting, positioning, and handling of heavy components on site.	Per hour	1	R
2.8	Hire of a 220-ton mobile crane, inclusive of driver, fuel, and all associated rigging equipment for lifting, positioning, and handling of heavy components on site.	Per hour	1	R
2.9	Provision of a rigger	Per hour	1	R
Total Excl. VAT carried over to Form of Offer and Acceptance.				

Also, tenderers must ensure pricing is completed in full in Transnet Digital Procurement System (TDPS) as part of submission, failure to do so, will result in disqualification.

Transnet National Ports Authority

Contract Number: TNPA/2026/04/0721/4128/RFP

Description of Service: Provision of Mobile Crane hire service for Transnet National Ports Authority in Ship repair at the Port of Cape Town on an "as and when" required basis for a period of three (3) years.

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	2-9
Total number of pages		9

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1.....	3
1 DESCRIPTION OF THE WORKS	3
1.1 EXECUTIVE OVERVIEW	3
1.2 EMPLOYER'S OBJECTIVES	4
2 ENGINEERING AND THE CONTRACTOR'S REQUIREMENTS	5
2.1 EMPLOYER'S TECHNICAL MOBILE CRANE REQUIREMENTS AND SPECIFICATIONS	5
2.2 PARTS OF THE WORKS WHICH THE CONTRACTOR IS TO DESIGN "SERVICE."	6
2.3 PROCEDURE FOR SUBMISSION AND ACCEPTANCE OF CONTRACTOR'S "SERVICE."	6
2.4 EQUIPMENT REQUIRED TO BE INCLUDED IN THE WORKS	7
2.5 THE CONTRACTOR'S INVOICES	7
2.6 PEOPLE	8

SECTION 1

1 Description of the *works*

1.1 Executive overview

The Ship Repair Department within the Port of Cape Town consists of three facilities. Sturrock Dry Dock (SDD), Robinson Dry Dock (RDD) and a Syncrolift® facility. These three facilities work in conjunction with one another to service the ship repair industry, and the requirements of vessels making use of the industrial service.

The 2 graving docks, Sturrock and Robinson Dry Dock's (SDD and RDD), consists of a narrowed basin, which is attached to a larger basin or body of water and divided by means of a sluice gate. This narrowed basin can be flooded and dewatered on command, making allowance for vessels to be floated in and docked on a prepared bed when the basin is dewatered. This allows for vessel repairs to be conducted within a dry environment.



Figure 1. RDD and SDD locations

It's of crucial importance that for every vessel docked within Sturrock's and Robinson's Dry Docks that a mobile crane is provided in order to meet the clients of TNPA's and TNPA's own demands for Ship Repair operations. The mobile crane hire service includes, but is not limited to a 35ton, 80ton and 180ton mobile cranes. Rigging services are required when the TNPA technical team performs tasks like pulley replacement, pump removals, structural work and the removal/installation of heavy equipment.



Figure 2. Overview of one of the graving docks, Sturrock Dry Dock



Figure 2. Overview of Syncrolift® Dock

The Syncrolift® facility located at the west end of Alfred Basin of the V&A Waterfront precinct requires mobile cranes significantly less than those of the Dry Docks, and therefore, this is on an "as and when" basis.

1.2 Employer's objectives

The *Employer's* objectives are:

- a) Ensure the optimal and efficient performance of Ship Repair graving docks, namely Sturrock and Robinson's dry docks.
- b) This contract specifically looks at ensuring the continued serviceability of the graving docks, by ensuring the provision of mobile cranes with the provision of sufficient maintenance thereof.

2 Engineering and the *Contractor's* requirements

2.1 *Employer's* technical mobile crane Requirements and Specifications

2.1.1 The *Employer's* contracting strategy and intended goals for the works are:

- a) TNPA intends to select a Contractor for crane hiring services and commissioning within the Port of Cape Town, in areas designated by TNPA, on an "as and when" basis.
- b) The mobile crane hiring includes a 35TN crane, 80TN crane, 180TN crane, and 220TN hereafter referred to as equipment".
- c) All equipment supplied must have a valid fitness certificate in terms of the Driven Machinery Regulations section 18 of OHS ACT.
- d) **Site establishment includes the following**, but is not limited to:
 - The Contractor will transport the equipment, by means of truck or necessary transportation, to a site within the Port of Cape and commission the equipment as per TNPA's instruction.
 - Demobilisation and removal of crane and equipment upon completion of works.
 - All the mobile cranes are to be delivered to Sturrock Dry Dock via a truck and offloaded (corner of Duncan and Alkmaar Road), and then driven from the point of delivery to the respective sites due to site restrictions.
- e) The Contractor's driver/staff/employees must have an operator(s) license to operate the equipment, as per SAQA Qual ID 242982.
- f) The Contractor must have a minimum of Mobile Crane as per the below-mentioned tonnages.

DESCRIPTION
3 X 35 TON MOBILE CRANE for each site
3 X 80 TON MOBILE CRANE for each site
180 TON MOBILE CRANE
220 TON MOBILE CRANE

NB: To ensure safe and efficient operations, each crane must be accompanied by two qualified drivers who will assist with manoeuvring on-site.

- g) Only allocate crane operators to TNPA who have a clean criminal record and sober habits and are medically fit to perform their functions.

- h) The Contractor to adhere to TNPA's regulations, rules, operating methods and procedures whilst providing the service.
- i) The Contractor shall compensate in full the loss sustained by TNPA because of damage or theft of TNPA property or material during discharge of activities/services.
- j) The Contractor is to ensure that all lifting equipment is certified and properly inspected before use, as per the OHSACT of 1993.
- k) The Contractor is to ensure all the necessary skills, resources, equipment, and expertise to execute the work.

2.2 Parts of the works which the Contractor is to design "Service."

2.2.1 The Contractor is to design the following parts of the works:

- i. Under normal circumstances, provide the required "equipment" and commission and mobilization thereof within 24 hours of the request from TNPA (Monday to Sunday, including public holidays, to support TNPA's 24-hour operations).
- ii. In the event of emergencies, provide the required equipment and mobilization thereof, on site, within 2 hours of the request by TNPA.
- iii. Ensure that all maintenance, servicing, and mechanical repairs of the Equipment and the Vehicle(s), including all adjustments necessary to keep the Equipment in an operational condition and the Vehicle(s) in a roadworthy condition, shall be provided by the Contractor at its own cost. All maintenance records provided for in terms of the Agreement shall be made available to TNPA by the Contractor whenever such a request is made by TNPA.
- iv. In the event of equipment failure, replace the equipment within 2 hours of notification and site establishment for such replacement equipment will be for the Contractor's account.
- v. The contractor to ensure that if any equipment is involved in an accident, it is replaced immediately to continue with the performance of the service.

2.3 Procedure for submission and acceptance of Contractor's "Service."

2.3.1 The Contractor shall address the following procedures:

- a) This section refers to the requirements relating to the information and necessary documentation to be submitted by the Contractor for acceptance and/or approval by the Employer before rental of any equipment.
- b) Provide all necessary SHE compliance documentation as per TNPA's SHE specifications, including the submission and approval of a Safety File and SHE officer on site (in instances where the OHSACT requires one)

- c) Ensure that all crane drivers/operators are issued with a valid TNPA permit when accessing all docking facilities within TNPA.
- d) Ensure that the construction vehicles and mobility plant comply with CR 23.

2.4 Equipment required to be included in the works

2.4.1 None.

2.5 The Contractor's Invoices

2.5.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

2.5.3 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 [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

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

2.5.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd

Port of Cape Town P O Box 4245

Cape Town 8000

Invoices submitted by hand are presented to: Apelele Tyali

Transnet Nation Port Authority

Ship Repair Duncan Road

V & A Waterfront

For the attention of Apelele Tyali

The invoice is presented as an original

2.6 People

2.6.1 Minimum requirements of people employed on the Site

Supervisor (Qualified Rigger)

- Minimum years practicing as a rigger: eight (8) years Port Environment
- Minimum qualifications: NQF Level 4, Trade tested rigger

Semi-Skilled riggers

- Minimum years in the rigging field: one (1) year
- Qualifications: Matric and basic training in rigging (Working at height, basic rigging and slinging)

Assistant

- Minimum yeas in the technical field: Six (6) months working in the technical environment/workshop.
- Qualifications: Not required, but the person should have a technical background.

Crane Driver

- Although not part of the daily rigging personnel (i.e. only required on request). The contractor needs to ensure that all crane drivers are certified according to SAQA Qual ID 242982.

2.6.2 The *Contractor* complies with the following :

CONTRACTOR LIABILITY

- The Contractor warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts, or any labor disputes by and/or confined to the Contractor's employees, which loss will include any indirect or consequential damages.
- The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The Contractor is responsible for educating its employees on relevant provisions of the Labor Relations Act, which deal with industrial action processes, and the risks of non-compliance.
- The Contractor is required to develop a Contingency Strike Handling Plan, which the Contractor is obliged to update on a three-monthly basis. The Contractor must provide

Transnet with this plan and all updates to the Plan. The Contractor is responsible for communicating with its employees on-site details of the plan.

3. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

3.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

3.2. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

3.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action, an Industrial Action Report. If the industrial action persists, the Contractor is required to deliver the report at 8h30 each day.

3.2. The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity/progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.

3.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services, Transnet is entitled to restrict or deny access onto its premises, and unless otherwise authorized, such person will be deemed to be trespassing.

PART C4: SERVICE 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. Site Location

The Ship Repair facilities are located within the boundary of the Transnet Port of Cape Town. This section of the port is dedicated to vessel maintenance and overhaul operations and includes three main dry docks: the Sturrock Dry Dock, Robinson Dry Dock, and the Syncrolift facility. The Sturrock Dry Dock is one of the largest in the Southern Hemisphere, capable of accommodating large vessels. The Robinson Dry Dock, one of the oldest operating dry docks in the world, is a heritage structure still in use today. The Syncrolift facility supports smaller vessel lifting and repair operations.

The Port of Cape Town operates 24 hours a day and is one of South Africa's key maritime hubs, located in Table Bay at Longitude 18° 26' E and Latitude 33° 54' S. The ship repair area plays a critical role in supporting the maritime industry along the West Coast of Africa and is strategically positioned near major international shipping routes.

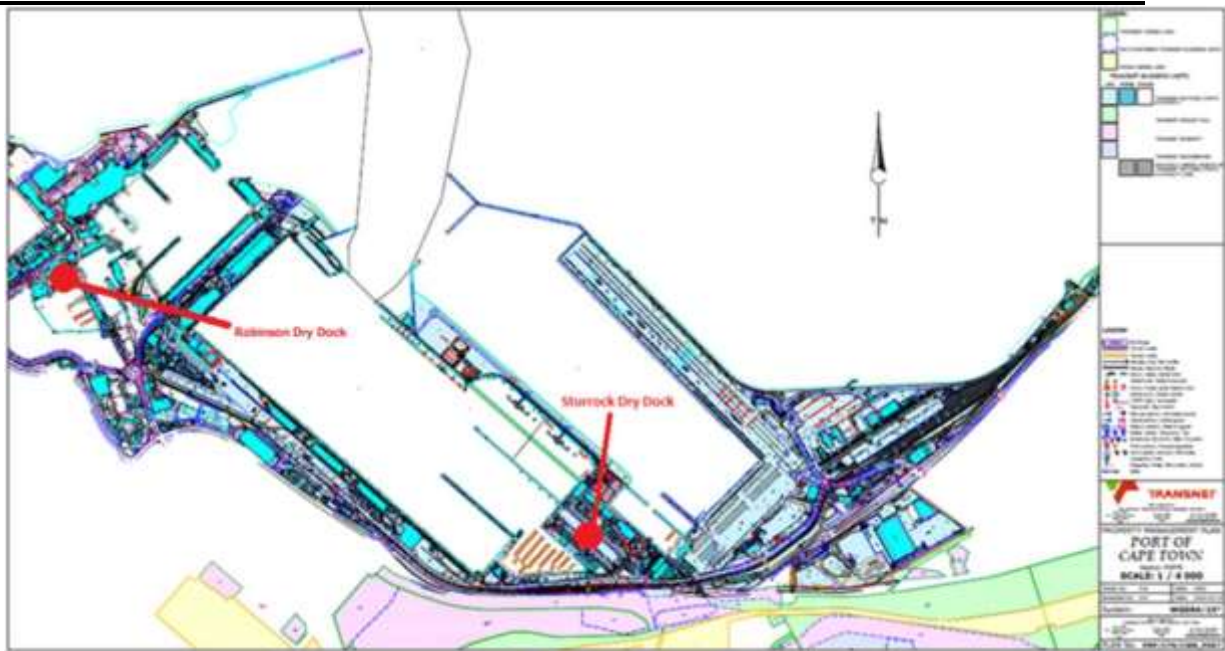


Figure 1: RDD and SDD locations



Figure 2. Overview of one of the graving docks, Sturrock Dry Dock



Figure 2. Overview of SyncroLift® Dock

1.1.2. Working Hours

Normal working hours for majority of TNPA staff at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday, Inclusive. However, the port is operational 24 hours and 365 days of the year providing access to incoming vessels and tenants in the vicinity.

1.1.3. Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor. Should any person lose his/her access permit these will be replaced at a cost of R 360-00 per person, to be paid by the *Service Provider*. This will also apply if permits are not returned at the end of the project completion.

1.1.4. Work Area and Supply of Services

The *Employer* will provide Port layout drawings with indicating Port boundaries and operational activities of the areas. It is anticipated that all the maintenance work will not require laydown area therefore the employer will not provide any layout area or site.

1.1.5. Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the *Service Provider*.

The *Service Provider* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Cape Town. The *Service Provider* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Service Provider* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.1.6. Basic Site Risk

The *Employer* has conducted Basic Risk Assessment to identify risks associated with the construction works. The *Service Provider* shall make himself familiar with the document and ensure all risk mitigation measures recommended are implemented during the project.

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

1.2.1. Description of Existing Facilities

The three dry docks are all within the boundary of the Transnet Port of Cape Town.

1.2.2. The Three Ship Repair Dry docks at the Port of Cape Town owned and operated by Transnet National Port Authority (TNPA).

1.2.3 The three facilities are located as follows:

- Sturrock dry dock is located at the east end of Duncan dock in the Port of Cape Town.
- Robinson dry dock is located at the Alfred Basin in the V&A Waterfront, Table Bay
- Harbour Syncrolift is situated at the west end of Alfred Basin, V&A Waterfront precinct

1.2.4 Below is the plan of the Port of Cape Town further indicating the business units and areas



The type of Mobile Cranes that are required for operations have the following lifting capacity:

Description of Equipment	Lifting Capacity
Mobile Crane 1	35 tons
Mobile Crane 2	80 tons
Mobile Crane 3	180 tons
Mobile Crane 4	220 tons

1.3. Access to the Works

Access to the Port will be via Duncan Road, Cristian Barnard and South Arm road in the Port of Cape Town. The Port of Cape Town is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Service Provider's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and in TNPA Property. Service providers are required to follow all Covid-19 rules and guidelines.

-
- 1.3.1. Access will be subject to the Employer's security and SHEQ requirements and regulations, which is described but not limited to requirements below:
- a. Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Service Provider* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority.
 - b. All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Cape Town must undergo safety induction, which is will be arranged.
 - c. Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
 - d. The *Service Provider* must obtain a permit for vehicles entering the terminal from the TNPA Permit Office for the duration of the work.
 - e. The *Service Provider* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat, and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
 - f. The *Service Provider* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
- 1.3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Duncan Road.
- 1.3.3. The *Service Provider* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.
- 1.3.4. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.