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## REQUEST FOR PROPOSAL

RFQ NUMBER iCLM PE 501 /TPT

**PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND CRANE FOR TRANSNET SOC LTD (REG NO: 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL (PEMPT AND PECT) AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.**

Transnet Port Terminals, a division of Transnet (SOC) Ltd invites all interested parties to respond to the abovementioned RFP. The RFQ documents may be accessed from Thursday, 29 October 2021 to 16 November 2021, from the Tender Publication Portal via the following link [www.etenders.gov.za](http://www.etenders.gov.za).

For enquiries regarding collection of the RFP, please contact Mr. Zipho Mdletshe on 041 507 1582 or [Zipho.mdletshe@transnet.net](mailto:Zipho.mdletshe@transnet.net)

Please note: These documents are free of charge and will also be available on [www.etenders.gov.za](http://www.etenders.gov.za).

And <https://www.transnet.net/TenderBulletins/TC/Pages/default.aspx>

**A Non-Compulsory RFQ briefing/site meeting will be held on 09 November 2021 at 10h00: am at the Port of Port Elizabeth Terminal. Details of the briefing sessions are contained in the RFQ documents.** [Respondent to provide own transportation, accommodation and PPE]

**This RFQ shall close punctually at 10H00: am on Tuesday, 16 November 2021 in the tender box located at THE SECRETARIAT TRANSNET ACQUISITION COUNCIL TENDER BOX TPT ADMINISTRATION BUILDING NGQURA CONTAINER TERMINAL NEPTUNE ROAD, PORT OF NGQURA.**

Telephone, e-mail, facsimile and late bids **will not be considered**. Bids may only be submitted on the bid documentation that is issued

Preference will be given to Respondents based on their B-BBEE status.

**NB:** Respondents who wish to submit their bids are required to submit their full contact details to the following email address: [Zipho.mdletshe@transnet.net](mailto:Zipho.mdletshe@transnet.net). Please note the Respondents' contact will be used by TPT to communicate with the Respondents should there be a need. Respondents' full contact details must reach TPT on or before 12 November 2021.

**All Suppliers who wish to do business with Transnet must be registered in the Central Supplier Database (CSD) which can be accessed online via [www.csd.gov.za](http://www.csd.gov.za)**

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).**



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Transnet Request for Quotation No Iclm PE 501/TPT

**Transnet Port Terminals** an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] iCLM PE 501/TPT PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND CRANE FOR TRANSNET SOC LTD (REG NO: 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL (PEMPT AND PECT) AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.**

**ISSUE DATE: 29 October 2021**

**CLOSING DATE: 16 November 2021**

**CLOSING TIME: 10:00 AM**

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINAL , A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	iCLM PE 501/TPT	ISSUE DATE:	29 October 2021	CLOSING DATE:	16 November 2021	CLOSING TIME:	10:00AM
DESCRIPTION	REQUEST FOR QUOTATION [RFQ] No 469 PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND CRANE FOR TRANSNET SOC LTD (REG NO: 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL (PEMPT and PECT) AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
The Tender Box at the Main Entrance, TPT Administration Building, Ngqura Container Terminal, Neptune Road, Port of Ngqura, Coega IDZ							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Zipho Mdletshe			CONTACT PERSON	Zipho Mdletshe		
TELEPHONE NUMBER	041 5071582			TELEPHONE NUMBER	041 5071582		
FACSIMILE NUMBER	N/a			FACSIMILE NUMBER	N/a		
E-MAIL ADDRESS	Zipho.mdletshe@transnet.net			E-MAIL ADDRESS	Zipho.mdletshe@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
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		

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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p><b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p><b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW ]</p>	
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**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 A 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

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
<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: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

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### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

### 2 Formal Briefing

A non-compulsory pre-proposal site meeting and/or RFQ briefing will be conducted at **TRANSNET PORT TERMINAL, PORT OF ELIZABETH, GREEN STREET NRE GARAGE WORKSHOP SUPPLY CHAIN BOARDROOM** on the **09 November 2021** at 10H00 for a period of **± 1.5hours**. [Respondents to provide own transportation and accommodation and to ensure compliance with COVID 19 regulations]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.

### 3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to **Zipho Mdletshe** before **12:00 pm on 12 November 2021**. In the interest of fairness and transparency, Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:
- 3.5 Telephone **021 449 2158** Email: [siyanda.ngxekwa@transnet.net](mailto:siyanda.ngxekwa@transnet.net)

### 4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

### 5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

### 6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **7 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **8 Disclaimers**

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

## **9 Specification/Scope of Work**

**REFER TO ANNEXURE A**

## **10 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**11 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

**12 National Treasury’s Central Supplier Database**

Respondents 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. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

**13 Tax Compliance**

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS:**

**Ethics Helpdesk** (Pty) Ltd.  
Ethics Management System™

You can choose to be **Anonymous or Non-Anonymous** on ANY of the platforms  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

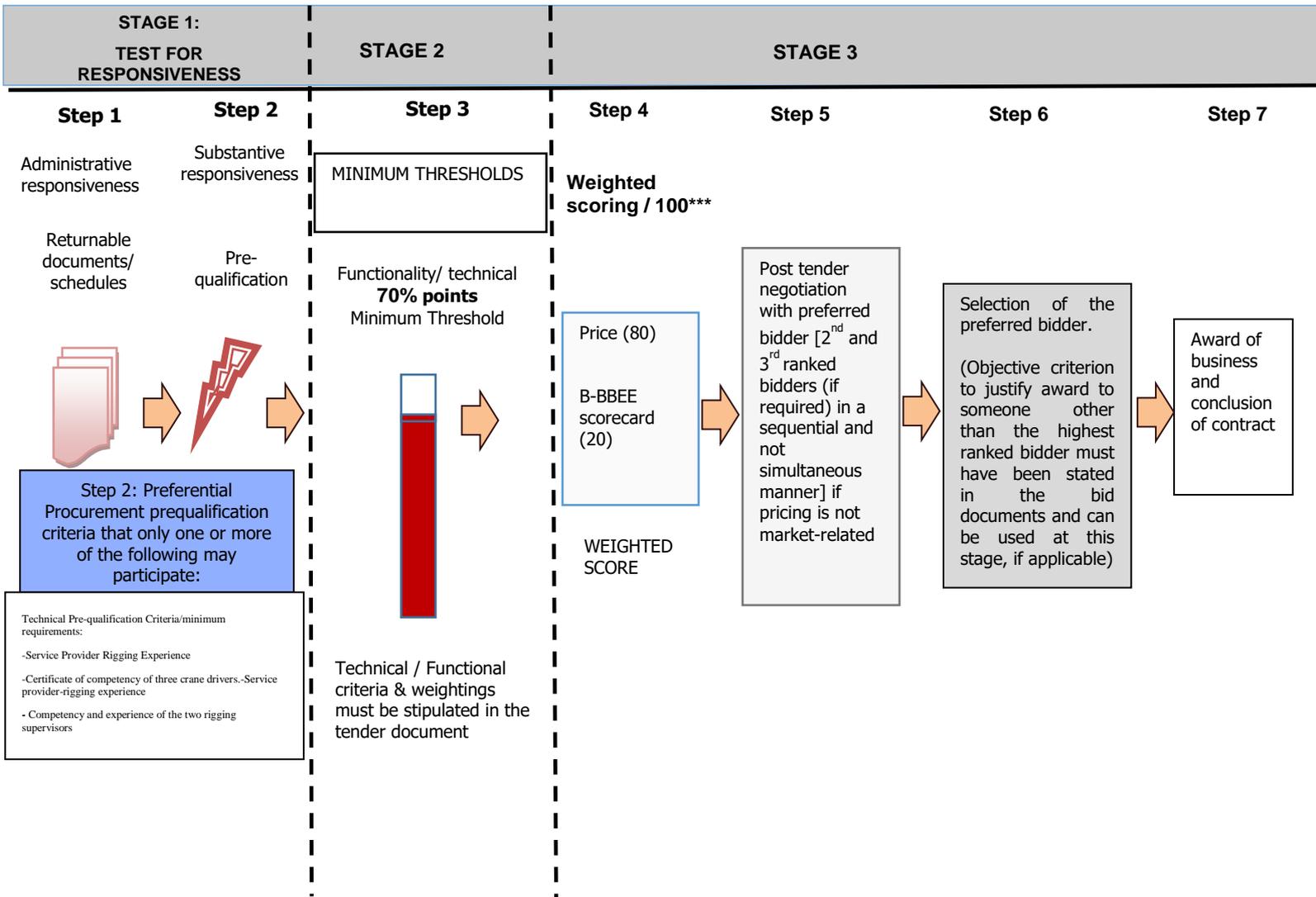
			
	<b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	<b>What's App</b> Speak to an Agent via What's App.	<b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge
			 <b>Telegram</b> Speak to an Agent via Telegram

 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>
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### SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



Respondent's Signature

Date & Company Stamp

**1.1 STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>	<b>RFQ Reference</b>
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification***

**1.2 STEP TWO: Test for Substantive Responsiveness to RFQ**

The test for substantive responsiveness to this RFQ will include the following:

<b>Check for substantive responsiveness</b>	<b>RFQ Reference</b>
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including: Section 2 paragraphs 2.2, 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<p><b>Service Provider Rigging Experience</b></p> <p>The service provider must have five (5) years preferably in heavy equipment rigging services in the Port Environment (or similar). The service provider must submit a minimum of three (3) contactable references of previous or current contracts showing experience of five (5) years or greater. These contracts should have been executed in the last ten (10) years- if older the reference will not be considered.</p> <p><b>Returnable Schedule 1</b></p>	N/A
<p><b>Certificate of competency of the two crane drivers.</b></p> <p>Certification for two crane drivers in line with SAQA Qual ID 242982 to be submitted</p> <p><b>Returnable Schedule 2</b></p>	N/A
<p><b>Competency and experience of the two rigging supervisors.</b> The service provider is expected to confirm the competency of the rigging Supervisors by submitting certified copies of rigging tradetests certificates from recognized institutions. Supervisors experience by submission of CV's. The service provider is expected to supply two (2x) rigging</p>	N/A

Supervisors with at least eight (8) years in the Port Environment (or similar) <b>Returnable Schedule 3</b>	
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***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation***

**1.3 STEP THREE: Minimum Threshold 70% points for Technical Criteria**

The test for the Technical and Functional threshold will include the following:k

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)/ (0 to 10)
<p><b>Competency and experience of the two riggers</b></p> <p>The service provider is expected to confirm the competency of the riggers by submitting certified rigging trade tests certificates from recognised institutions and experience by submission of CV's. The service provider is expected to supply the minimum of three (2x) riggers with at least three (3) years in the Port Environment (or similar). <b>Returnable Schedule 4</b></p>	40	<p>Three Trade test certificate, (2) CV's plus 3 years' experience in Port Environment (or similar) <b>40 points</b></p> <p>Less than (2) Trade test certificates or CV's submitted with three 3 years' experience in Port Environment (or similar) rigging or two Trade test certificate or two CV's submitted with an experience if lesser than 3 years in Port Environment (or similar) <b>0 points</b></p>

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**Returnable Document**

<p><b>Experience of the two crane drivers</b> Experience of the two crane drivers Two CV's submitted with an experience of 2 years in Port Environment (or similar) <b>Returnable Schedule 5</b></p>	<p>30</p>	<p>Two CV's submitted with an experience of 2 years in Port Environment (or similar) <b>30 points</b>  Less than two CV's submitted with a 2 years' experience in Port Environment (or similar) Two CV'S submitted with an experience of lesser than two years in Port Environment (or similar) <b>0 points</b></p>
<p><b>ISO Certification and Professional Registration</b> ISO 9001 or 45001 certification for the Tendering Company. <b>Returnable Schedule 6</b></p>	<p>10</p>	<p>Company certification provided= 10 points Company certification not provided. = 0 points</p>
<p><b>Professional Registration</b> Proof of LEEASA registration (Lifting equipment Engineering Association of South Africa) or any other national or internationally recognised lifting equipment bodies. <b>Returnable Schedule 7</b></p>	<p>20</p>	<p>Proof of registration <b>provided 20 points</b> Proof of registration not <b>provided 0 points</b></p>
<p><b>Total Weighting:</b></p>	<p><b>100</b></p>	
<p><b>Minimum qualifying score required:</b></p>	<p><b>70%</b></p>	

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

***The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation***

**1.4 STEP FOUR: Evaluation and Final Weighted Scoring**a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>Commercial offer</li> </ul>	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

$P_s$  = Points scored for the price of Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{max}$  = Price of highest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

**1.5 STEP FIVE: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - Negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

**1.6 STEP SEVEN: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

## **2 Validity Period**

Transnet requires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

## **3 Disclosure of contract information**

### **Prices Quoted**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### **Johannesburg Stock Exchange Debt Listing Requirements**

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

### **Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

PROVISION OF CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND FOR AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL & AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.

<b>Is the Respondent</b> <i>(Complete with a "Yes" or "No")</i>						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
<b>No</b>	<b>Name of Entity / Business</b>	<b>Role in the Entity / Business</b> (Nature of interest/ Participation)	<b>Shareholding %</b>	<b>Registration Number</b>	<b>Status</b> (Mark the applicable option with an X)	
					<b>Active</b>	<b>Non-Active</b>
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

**4 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b>

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

**a) Mandatory Returnable Documents**

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1: SBD1 Form	
SECTION 4 : Quotation Form	
<p><b>Service Provider Rigging Experience</b></p> <p>The service provider must have five (5) years preferably in heavy equipment rigging services in the Port Environment (or similar). The service provider must submit a minimum of three (3) contactable references of previous or current contracts showing experience of five (5) years or greater. These contracts should have been executed in the last ten (10) years- if older the reference will not be considered.</p> <p><b>Returnable Schedule 1 (Annexure A)</b></p>	
<p><b>Certificates of two crane drivers to this schedule:</b></p> <p>Certification of two (2) crane drivers, in line with SAQA Qual ID 242982. Certificates for two drivers should be submitted</p> <p><b>Returnable Schedule 2(Annexure A)</b></p>	
<p><b>Certificates and CV's with an experience of eight years for two Rigging Supervisors</b></p> <p>The service provider is expected to confirm the competency of the rigging Supervisors by submitting certified copies of rigging trade tests certificates from recognised institutions and Supervisors experience by submission of CV's. The service provider is expected to supply two (2x) rigging Supervisors with at least eight (8) years in the Port Environment (or similar)</p> <p><b>Returnable Schedule 3(Annexure A)</b></p>	

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**Returnable Document****b) Returnable Documents Used for Scoring**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
<p><b>Certificates of two qualified riggers and CV's with an experience of three years in the Port Environment (or similar)</b> The Summary (2) CV's with the key persons, certification of trade test Rigger and CV's with an experience of three years minimum in the port environment (or similar). <b>Returnable Schedule 4(Annexure A)</b></p>	
<p><b>Experience of the crane drives.</b> Three CV's submitted with an experience of 2 years in Port Environment (orsimilar). <b>Returnable Schedule 5</b></p>	
<p><b>ISO 9001 or 45001 certification</b> ISO 9001or 45001 certification (Quality Management Processes System or Occupational Health and Safety (OH&amp;S) Management System) <b>Returnable Schedule 6(Annexure A)</b></p>	
<p><b>Proof of LEEASA registration</b> Proof of LEEASA registration (Lifting equipment Engineering Association of SouthAfrica) <b>Returnable Schedule 7(Annexure A)</b></p>	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Certified copies of Shareholder/s and/or Director/s Identity Documents	
Proof of Registration with the National Treasury Central Supplier Database (CSD)	
Certified copies of the relevant company relevant registration documents from the Companies Intellectual Property Commission (CIPC)	
Cancelled cheque or confirmation letter of banking details (letter to be stamped by the bank and not older than 3 months)	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	

## **5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

## **SECTION 4**

### **QUOTATION FORM**

I/We \_\_\_\_\_

**Hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.**

I/We agree to be bound by those terms and conditions in:

the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

### **Price Schedule**

#### **Please Refer Annexure B – Pricing Schedule**

I/We quote as follows for the goods/services required, on a “delivered nominated destination” basis, including VAT:

**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ **[days/weeks]**

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

#### **Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
  - (i) Negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - (ii) If that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - (iii) If the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.
- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

**SECTION 5  
 CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:**

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
 Name \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

2 \_\_\_\_\_  
 Name \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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**Returnable Document**

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

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Indicate nature of relationship with Transnet:

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**[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.**

11. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)**

12. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative: .....

---

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

13.2. Identity Number: .....

13.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

13.4. Company Registration Number: .....

13.5. Tax Reference Number: .....

13.6. VAT Registration Number: .....

13.7. Are you or any person connected with the bidder presently employed by the state?	<b>YES / NO</b>
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<b>YES / NO</b>
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	<b>YES / NO</b>
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	<b>YES / NO</b>
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of	<b>YES / NO</b>

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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this bid?	
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<b>YES / NO</b>
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

**14. Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date & Company Stamp

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**BREACH OF LAW**

15. We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

**SECTION 7**  
**B-BBEE 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).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**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
- 1.2 Either the 80/20 preference point system will be applicable to this tender.
- 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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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 entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
  - 1) B-BBBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

**3. POINTS AWARDED FOR PRICE****3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency 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) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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:

<sup>3</sup> 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.

**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: . = .....(maximum of 20 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)*

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	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME √</b>	<b>QSE √</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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**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**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other 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 4.1 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 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

PROVISION OF CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND FOR AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL & AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.

**Returnable Document**

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis 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.

<b>WITNESSES</b>
1. ....
2. ....

..... <b>SIGNATURE(S) OF BIDDERS(S)</b>
DATE: .....
ADDRESS .....
.....

## **SECTION 8**

### **SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

PROVISION OF CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND FOR AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL & AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium<sup>4</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)

\_\_\_\_\_  
<sup>4</sup> 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

PROVISION OF CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES AND FOR AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL & AND PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 6 MONTHS.

**Returnable Document**

- c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SECTION 11**

### **PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information, which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be

shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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



PE Terminals and Ngqura Terminal

<b>Document Title:</b>
<b>SCOPE OF WORK</b>

<b>Scope of work title:</b>
<b>PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES (6 MONTHS SERVICE CONTRACT) FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS AT THE PORT OF PORT ELIZABETH &amp; PORT OF NGQURA</b>



## DOCUMENT PREPARATION

	Name	Title	Signature	Date
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Reviewed By	Adriaan Stadler	Engineering Manager (PECT & NCT)		15.06.2021
Approved by	Lesiba Ramatladi	Senior Engineering Manager		15/06/2021

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## **1. PROJECT OVERVIEW**

The Port of Port Elizabeth and the Ngqura Container Terminal's core business is the handling of bulk and containerized commodities.

### **1.1. Port of Port Elizabeth Multi-Purpose (PEMPT)**

At the Port of Port Elizabeth Multi-Purpose Terminal (PEMPT) a network of conveyors, storage areas and transfer houses forms the bulk of the infrastructure for the port operations, in addition; Ship Loaders, Stackers, Re-claimers are some of the larger equipment that is used by the terminal to handle cargo.

### **1.2. Port of Port Elizabeth Container Terminal and Ngqura Container Terminal (PECT & NCT)**

The two Container Terminals are equipped with Ship to Shore Cranes, Straddle Carriers, Rubber Tyred Gantries, Haulers, Mobile Harbour Cranes, Reach Stackers and Rail Mounted Gantries used to handle cargo.

### **1.3. Project Purpose**

In order to achieve volume targets, the port requires continuous operation and hence there is a requirement at all times for a rigging crew to be available timeously to support the business to respond to breakdowns. The services to be provided consists of rigging services, crane hire, cherry picker and low bed trucks for TPT on an ad hoc basis for a fixed term of 6 months. Rigging services and crane hire is required when the technical team is performing these tasks; splicing, pulley repairs, replacing bearings, pulley lagging, lifting mechanical drives and heavy structural components. The two Container Terminals also need the crane hire and rigging services during the servicing and maintenance of container port equipment. The provision of rigging services is essential in ensuring that the turnaround time for repairs is kept at a minimum during breakdowns and crane hire costs are controlled. It is important to note that, there is no alternative to the service provision, the service is essential and most technical repair and maintenance work cannot be completed without the rigging service.

## 2. SITE LOCATION

The site is located on the premises of the two ports in Port Elizabeth namely: Transnet Port Terminals at the Port of Port Elizabeth (PEMPT and PECT) and Ngqura Container Terminal (NCT).

## 3. SCOPE

The Service Provider is required to provide rigging services as well as the crane and lifting equipment hire for the Port of Port Elizabeth and Ngqura Container Terminal with the following minimum requirements:

- 3.1. Service provider to provide variety of crane sizes as detailed in section five (5) of the scope of work on an ad hoc basis to TPT.
- 3.2. Response time: From time of request the crane or equipment that is required must be deployed on site within 2 hours.
- 3.3. Service provider to provide proof of road worthy certificate. (Service Provider to ensure that all equipment are licenced to travel in and out of the ports )
- 3.4. Service provider is to provide load test certificates for all cranes and lifting equipment to be utilised on the contract.
- 3.5. Service Provider is expected to conduct rigging studies and risk assessments before conducting any lifting onsite.
- 3.6. The Service Provider will be expected to ensure that all rigging equipment are certified (load tested) and properly inspected prior to using them as per the OHS Act No. 85 of 1993 or latest.
- 3.7. The Service Provider is required to provide the following staff skill requirement to the contract:
  - 3.7.1. 2 x Supervisor (Qualified Rigger).
    - Minimum years practicing as a rigger: eight (8) years in the port environment (or similar).
    - Minimum Qualifications: Trade Test Rigger.
  - 3.7.2. 2 x Rigger (Qualified Riggers)
    - Minimum years practicing as a rigger: three (3) years in the port environment (or similar).
    - Minimum Qualifications: Trade Test Rigger.



- 3.7.3. 2 x Semi-skilled riggers/artisans
- Minimum years in the Rigging field: one (1) year.
  - Qualification: Matric & Basic training in rigging (Working at height, Basic rigging and rigging and slinging).
- 3.7.4. 1 x Assistant
- Minimum years in the technical field: six (6) months working with lifting equipment specifically overhead cranes, and mobile cranes as an assistant or a rigger.
  - Qualification: Not required but the person should have a technical background.
- 3.7.5. 3 x Crane Drivers/operators
- The Service Provider needs to ensure that all crane Drivers and Operators are certified according to SAQA Qual ID 242982.
  - Minimum years practicing as a rigger: two (2) years in the port environment (or similar).
- 3.8. As per the above crew structures, the Service Provider will be expected to provide a minimum of 2 rigging crews. These will be shared between the maintenance teams and the standby teams
- 3.9. This service must be available on a 24 hour/day, 7 days a week including Public Holidays.
- 3.10. The service provider must have five (5) years preferably in heavy equipment rigging services in the Port Environment (or similar). The service provider must submit a minimum of three (3) contactable references of previous or current contracts showing experience of five (5) years or greater. These contracts should have been executed in the last ten (10) years- if older the reference will not be considered.

## 4. LIST OF EQUIPMENT

### 4.1 Cranes:

The Service Provider must be able to provide sufficient cranes to cater for the following lifting capacity requirements:



Description of Equipment	Lifting capacity
Mobile crane	35 ton
Mobile crane	65 ton
Mobile crane	90 ton
Mobile crane	110 ton
Mobile crane	160 ton
Mobile crane	180 ton
Mobile crane	200 ton

#### 4.2 List of Equipment (Cranes trucks)

The Service Provider must be able to provide sufficient cranes trucks to cater for the following lifting capacity requirements:

Description of Equipment	Lifting capacity
Crane truck	17 ton
Crane truck	65 ton
Cherry picker	30m boom
Low bed Horse and trailer	35 Ton loading capacity. 15m long.

#### 4.3 Lifting equipment

The Service Provider must be able to provide the following lifting equipment to the contract:

- Man Cage
- Lifting equipment:
  - Slings,
  - Steel ropes
  - Steel Chain
  - Shackles



- Lifting tackle
- Chain blocks

**5. SERVICE PROVIDER’ RESPONSIBILITIES.**

The Service Provider shall:

- a) Provide all the necessary skills, resources, tools, equipment, lifting cranes and expertise to carry out the works;
- b) Ensure that all their crews are qualified (trade tested) and experienced.
- c) Review, familiarize and understand the proposed site including all constraints and environmental factors that will affect the performance of the Service Provider.
- d) Conduct risk assessments and providing an approved method statement prior to starting of any work.
- e) Review, familiarize and understand the operational requirements of the facilities in the Port of Port of Port Elizabeth and Ngqura Container Terminal.
- f) Provide all necessary SHE compliance documentation as per Transnet Port Terminals SHE specifications, including the submission and approval of a Safety File and SHE Officer on site.
- g) Make available any documentation that Transnet might require, these include load test certificates and inspections, job cards and any other relevant document.
- h) Allow Transnet to conduct site visits and audit the workshop and compliance to the lifting equipment regulations (OHS Act, Act 85 of 93) as and when necessary

**6. GOVERNING CODES, STANDARDS AND SPECIFICATIONS**

**6.1. Specification and codes**

The Service Provider’s works must be in accordance with the requirements of the latest edition of the following specifications and codes:

Title	Document No.
<b>National &amp; International Standards</b>	
Inspection and testing of non-fixed load-lifting attachments (2008 ver 1).	SANS 687
Inspection, examination and testing of manually operated chain blocks and chain lever hoists in use.	SANS 500:2009 Ed. 1
The inspection, examination and testing of lift trucks.	SANS10388:2008 Ed.

	1
Textile slings — Safety Part 1: Flat woven webbing slings made of man-made fibres for general purpose use.	SANS 94-1:2003 Ed. 1
Part 2: Round slings made of man-made fibres for general purpose use.	SANS 94-2:2003
Steel wire ropes for general purposes — Minimum requirements	SANS 2408:2005
Manually operated chain lever hoists	SANS 1636:2007 Ed. 2
Manually operated chain blocks	SANS 1594:2007 Ed 2.1
Code of practice for the safe operation of machinery, plant and equipment and instructions regarding the examination, testing and logging procedures for machinery, plant and equipment.	Transnet's code of practice 29
Non-calibrated round steel link lifting chain and chain slings — Use and maintenance	ISO 3056:1986 Ed. 2
Calibrated round steel link lifting chains — Guidelines to proper use and maintenance	SANS 7592:1983 Ed. 1
Short-link steel chain (close-tolerance) for lifting appliances	SANS 1592:2005 Ed. 1.2
Occupational Health and Safety Act and Regulations	85 f 1993

## 6.2. Company Accreditation

### 6.2.1. ISO 9001 or 45001 Certification:

As Transnet is an ISO certification organisation which strives for the best quality management processes, occupational health and safety (OH&S) management system. The Service Provider that is appointed to provide the rigging service and crane hire should also aspire to these high quality management systems and therefore the Service Provider shall provide proof of a valid certification indicating that their company is ISO 9001 or ISO 45001 accredited.

### 6.2.2. Member of the Lifting Equipment Engineering Associated of South Africa (LEEASA)

Furthermore to show that the Service Provider is well informed of any lifting equipment requirements or changes. The Service provider shall be requested to provide proof of their affiliation with the lifting equipment association.

## **7. HEALTH AND SAFETY REQUIREMENTS**

7.1. The Service Provider shall comply with Transnet Port Terminals Health Safety and Environmental Requirements that includes the submission and maintaining of a SHE file at the two port in Port Elizabeth. The following documents will be required to be submitted with the SHE file for approval by the TPT SHEQ department upon letter of award:

- Annexure A: Section 37 Mandatory Agreement
- Annexure B Service Provider Questionnaire
- Annexure C Service Provider Compliance File Assessment Checklist

## **8. WORKMANSHIP AND COMPLIANCE TO REGULATIONS**

The following is expected from the Service Provider to ensure compliance to the OHS Act and for good workmanship:

- 8.1. Use of qualified riggers (NQF Level4 and Trade Tested Rigger) and well trained crane drivers (SAQA 242982) to carry out the rigging service at all times.
- 8.2. Use of compliant lifting equipment and attachments as per applicable regulations (refer to Section seven (7) and section ten (10) of the scope of work).

## **9. STATUTORY REQUIREMENTS FOR THE TOOLS AND MACHINERY**

All the lifting equipment and lifting attachments used should be compliant to the applicable Standards, ACTS, Codes and regulations as listed in Section 7: Governing Codes, Standards and Specifications.

As a minimum, this is:

- a. Ropes/Chains/Slings
  - Inspection regularly for damage (minimum once a month)
  - Inspection before use by a Technical person (Tradesperson).
- b. Chain blocks/Lever Hoist
  - Certified – valid load test certification (minimum once a year)
  - Inspection regularly for damage (minimum once a month)
  - Inspection before use by a Technical person (Tradesperson).
- c. Cranes
  - Certified – valid load test certification (minimum once a year)



- Calibrated (when required as recommended during load tests)
  - Inspection regularly for damage by LMI- Lifting Machinery Inspector (minimum once a every three (3) months)
  - Inspection before use by a Technical person (Tradesperson).
- d. General
- The Monthly inspection and load test should be conducted by a qualified LMI as per the Department of Labour (ECSA Registered) and the proper certification and reports signed off and filed.
  - Transnet reserves the right to request any of these documents at any stage and can reject the use of equipment if the condition is not acceptable or the documentation is not available.

## 10. RESPONSE TIMES

Transnet is expecting the response times for callouts to not exceed 120 minutes (2 hours).

This is based on the operational requirements of the Port, which is when there are delays and all efforts are put to ensure the delays are resolved in the shortest time.

## 11. SECURITY REQUIREMENTS

The service provider will need to comply with the following security requirements once the she file has been approved:

- a) Copy of Identification Document (SAPS Certified)
- b) Duration of permit required
- c) Name list of persons, list of vehicles and cranes
- d) Copy of Safety Induction Register
- e) Copy of Medical fitness certificates
- f) Driver's licenses for all vehicles drivers (SAPS Certified)
- g) Valid roadworthy certificate for all vehicles and cranes including copy of latest license renewal.
- h) Hired vehicle – Proof of Lease agreement

## 12. ANNEXURES

- 12.1. Annexure A: Section 37 Mandatory Agreement
- 12.2. Annexure B Service Provider Questionnaire
- 12.3. Annexure C Service Provider Compliance File Assessment Checklist



## **Mandatory Agreement**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

### **AGREEMENT WITH MANDATORY**

In terms of Section 37(1) & (2)

### **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

#### **Transnet SOC Ltd**

(Hereinafter referred to as the Employer)

**AND**

-----

(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number** :

**Project Name** :

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## 28. HEADING

### PREAMBLE

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

## 1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 "Act" means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 "Agreement" means this Mandatory agreement;
- 1.3 "Contractor " means the Mandatory;
- 1.4 "COID Act" means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 "Effective Date" means the date of signature of this Agreement by the last party signing hereto;
- 1.6 "Employer" refers to TRANSNET SOC LTD;
- 1.7 "Mandatory" means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 "Parties" means TRANSNET SOC LTD and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.9 "Principal Contract" means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 "Regulations" means regulations promulgated in terms of the relevant legislation.
- 1.11 "Section" means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 "Services" means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 "TRANSNET SOC LTD" means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

## 2. INTERPRETATION

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

### **3. REPORTING**

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

### **4. WARRANTY OF COMPLIANCE**

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

### **5. APPOINTMENTS AND TRAINING**

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## **6. SUPERVISION, DISCIPLINE AND REPORTING**

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## **7. ACCESS TO THE OHS ACT**

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. COOPERATION**

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

## **11. COMPENSATION REGISTRATION**

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## **12. MEDICAL EXAMINATIONS**

12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

## **13. INCIDENT REPORTING AND INVESTIGATION**

13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

## **14. SUBCONTRACTORS**

14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.

14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.

14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

## **15. SECURITY AND ACCESS**

15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.

15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

## **16. FIRE PRECAUTIONS AND FACILITIES**

16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.

- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. ABLUTION FACILITIES**

- 17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

## **18. HYGIENE AND CLEANLINESS**

- 18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. NO NUISANCE**

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## **20. INTOXICATION NOT ALLOWED**

- 20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## **21. PERSONAL PROTECTIVE EQUIPMENT**

- 21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## **22. PLANT, MACHINERY AND EQUIPMENT**

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

**23. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

**24. TRANSPORT**

24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully at all times.

**25. CLARIFICATION**

25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

**26. DURATION OF AGREEMENT**

26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Employer's premises.

**27. NON COMPLIANCE WITH THE AGREEMENT**

27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,

27.1.1 to suspend the main Agreement; or

27.1.2 To claim immediate performance and/or payment of such obligations.

27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

**28. HEADINGS**

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.



**Thus done and signed**

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

\_\_\_\_\_  
**For and on behalf of the Employer**

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

\_\_\_\_\_  
**for and on behalf of the Mandatary**

**Witnesses:**

3. \_\_\_\_\_

4. \_\_\_\_\_



## Contractor Questionnaire

<b>CONTRACTOR QUESTIONNAIRE</b>				
<b>1.</b>	<b>POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT</b>	<b>YES</b>	<b>NO</b>	<b>N/ A</b>
1.1	Does your company have a SHEQ Policy?			
1.2	Has a copy signed by the Chief Executive Officer / Managing Director been supplied? Provide company organogram.			
1.3	Company Certified? i.e. ISO 14001, ISO 9001, OHSAS 18001 etc. If yes, provide proof of periodical work area inspections and Regular Health and Safety meetings with personnel			
1.4	Does the company have OHSAct 16.2 Appointee?			
1.5	Is your company registered with the Compensation Commissioner (COID Act) or licenses compensation insurer? If so, please provide registration number.			
1.6	Do you have a copy of good standing certificate, confirming that your registration is paid up? If so, please provide copy thereof			
1.7	Does the company comply with the relevant legal appointees for this project i.e. Representatives, Environmental Control Officer, First Aiders, Risk Assessors, etc.?			
<b>2.</b>	<b>ACCREDITATION</b>	<b>YES</b>	<b>NO</b>	
2.1	Does the company have the auditable Management Systems in place? If so, please provide proof of certificate issued by a credible external Assurance Auditor.			
<b>3.</b>	<b>TRAINING</b>	<b>YES</b>	<b>NO</b>	
3.1	Has the training based on risks/hazards that has been identified been done?			
3.2	Is training provided to employees at the following stages?			
	▪ When joining the company			
	▪ When changing jobs within the company			
	▪ When new plant or equipment needs to be operated			
	▪ As a result of experience of and feedback from an accident/incident reports			
3.3	Provide proof of specialist training provided such as training analysis, Certificates, Job Specific Training or Induction Training program?			
3.4	What legal or compliance training is provided specifically to			
	▪ First line supervisors?			
	▪ Middle and top management?			
3.5	Are all employees (including sub-contractors) instructed as to the application of rules and regulations within your organization?			
3.6	Does this training include the selection, use and care of personal protective equipment?			
3.7	What refresher training is provided and at what intervals? Please list examples			
<b>4.</b>	<b>PURCHASE OF GOODS, MATERIALS AND SERVICES</b>	<b>YES</b>	<b>NO</b>	



## Contractor Questionnaire

4.1	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?			
	Give examples of plant/equipment covered:			
4.2	Is there a record of inspections conducted above?			
4.3	Do you carry out plant and equipment inspections prior to work commencing to ensure the hazards are identified?			
	Please provide copies of these inspection reports.			
4.4	Do you evaluate the competence of all sub-contractors?			
	Please describe how this is achieved and how the results are monitored.			
<b>5.</b>	<b>INSPECTIONS</b>	<b>YES</b>	<b>NO</b>	
5.1	Are periodic work inspections carried out by first line supervisors?			
5.2	Are unsafe acts and conditions reported and remedial actions formally monitored?			
<b>6.</b>	<b>RULES AND REGULATIONS</b>	<b>YES</b>	<b>NO</b>	
6.1	Do organisational rules and regulations exist for personnel and subcontractors?			
	Do these cover			
	▪ General rules			
	▪ Project rules			
	▪ Specific task rules			
6.2	Do these rules include a permit to work system (as applicable)?			
6.3	Do you have experience of contractor execution plans?			
	Give examples of where these have been used			
6.4	Do you have a formal company guideline for holding pre-contract progress meetings with the client?			
<b>7.</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>	
7.1	Have you performed assessment of the risks involved in the execution of contract work?			
7.2	Do you have safe work procedure for all high risk/hazards identified?			
7.3	Are employees trained on Safe Work Procedures?			
7.4	Do you have a copy of the PPE needs analysis done and issue records kept?			
<b>8.</b>	<b>BUSINESS CONTINUITY AND EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>	
8.1	Do you have an emergency plan AND business continuity plan in place?			
8.2	Are provision made for Trained First Aiders?			
8.3	Are employees trained on the emergency plan/procedure and business continuity plan?			
<b>9.</b>	<b>FALL PROTECTION</b>	<b>YES</b>	<b>NO</b>	
9.1	Are you able to demonstrate that work at heights undertaken under competent supervision, carried out by employees who are trained and medically fit?			
9.2	Does your fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment?			
<b>10.</b>	<b>PROJECT SECURITY</b>	<b>YES</b>	<b>NO</b>	
10.1	Has the security assessment for the site been done?			
10.2	Are measures put in place to ensure security of the project personnel and equipment?			
<b>11.</b>	<b>RECRUITMENT OF PERSONNEL</b>	<b>YES</b>	<b>NO</b>	
11.2	Are medical examinations carried prior to employment, in all cases?			



## Contractor Questionnaire

11.3	Are exit medicals conducted on staff once they have resigned? e.g. via trade testing, reference checks, etc.					
11.4	How do you assess the competence of staff before an appointment is made?					
11.5	Is the substance abuse policy and testing procedure in place?					
<b>12.</b>	<b>REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS</b>	<b>YES</b>	<b>NO</b>			
12.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?					
	Supply copy of this procedure and incident register including first aid and medical cases.					
12.2	Is there a standard report/investigation form used? If yes, supply copy.					
12.3	Do you have a formal system for reporting situations/near misses etc.? If yes, provide copy.					
		<b>YEAR-1</b>	<b>YEAR-2</b>	<b>YEAR-3</b>	<b>YEAR-4</b>	<b>YEAR-5</b>
	<b>Lost time accidents per 100 employees</b>					
	<b>Major/Reportable injuries per 100 employees</b>					
	<b>Number of dangerous occurrences</b>					
	<b>Lost man days due to accidents</b>					
<b>13.</b>	<b>COMMUNICATION AND CONSULTATION</b>	<b>YES</b>	<b>NO</b>			
13.1	Are progress and other legal meetings held?					
13.2	Are minutes of the meetings recorded and results of these meetings communicated to all employees? If yes, please describe method					
13.3	Are daily talks meetings conducted to discuss hazards on site, incident recall, performance?					
<b>14.</b>	<b>COSTS</b>	<b>YES</b>	<b>NO</b>			
14.1	Has the Contractor made provision for the cost for IMS requirements for the project? Refer to Pricing Schedule Requirements (Annexure 8.4, TRN-IMS-GRP-PROC-014-8.4)					
<b>Name of Transnet Contract Manager/Designated Transnet Person:</b>						
<b>Signature of Transnet Contract Manager/Designated Transnet Person:</b>						
<b>Date of Receipt of Documentation:</b>						
<b>Comments:</b>						
<b>Date of Endorsement of Documentation:</b>						



## CONTRACTOR COMPLIANCE FILE ASSESSMENT CHECKLIST

Date of inspection/ Evaluation: \_\_\_\_\_

Client	
Employer (Principal contractor)	
Registered name of the enterprise	
Trade name of the Enterprise	
Company Registration No	
SARS registration No(PAYE)	
UIF registration No	
COIDA registration no	
Relevant SETA for EEA purpose	
Industry sector	
Bargaining Council	
Contact person & position	
Contact number	
Site Address	
Postal Address	
Chief Executive Officer	
Chief Executive officer's email and contact number	
Construction Manager	
Health and Safety Representative	
Activities/ Service rendered	
Commencement date	
Completion date	
Site Phone	
Total number of employees on site:	
Female	
Male	
People with disabilities	



CONTRACTOR	Complying	Not Complying (i.e. Comments)	Not Applicable
1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)			
2. Contractor scope of work information (Company Profile)			
3. Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, Must carry the stamp of acceptance from the Department of Labour ( <i>if applicable</i> )			
4. Application for a permit to do construction work ( <i>if applicable</i> )			
5. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.			
<b>MANAGEMENT PLANS</b>			
6. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers			
7. Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)			
8. Contractors Health and Safety Policy			
9. Site Specific Emergency Plan			
10. Contractors Traffic Management Plan (if applicable)			
11. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet ( <i>if applicable</i> ).			
<b>APPOINTMENTS</b>			
12. Fully completed appointments of the following (depends on the scope of work) but not limited to:			
• Sec. 16(2) – Delegated Authority (Assistant to the CEO)			
• CR 8(1) – Construction Manager			
• CR 8(7) – Construction Supervisor			
• CR 8(8) – Assistant Construction Supervisor			
• CR 8(5) – Construction Safety Officer			
• CR 9(1) – Risk assessment			
• CR 10. (1)(a) – Fall Prevention Planner ( <i>if applicable</i> )			
• CR 10.(2)(b) (fall risk) Physical & Psychological fitness			
• CR 23.(d)(k) – Vehicle operator and Inspector			
• GSR 3.4 – First aider			
• CR 29 (h) – Fire Fighter			
• Sec 24, GAR 9(2) – Incident Investigator			
• CR 13(1)(a) – Excavation Supervisor			
• CR 28(a) – Stacking and Storage Supervisor			
• CR 12(1) – Temporary works designer			
• CR 14(1) – Demolition work supervisor			



• CR 16(1) – Scaffolding work supervisor			
• CR 17 (1) – Suspended platform work supervisor			
• CR 18(1)(a) – Rope access supervisor			
• CR 19(8)(a) – Material host Inspector			
• CR 20(1) – Bulk mixing plant supervisor			
• CR 21(2) – Explosive actuated fastening devices inspector			
• Sec 17(1) – SHE Rep (more than 20 employees)			
• GSR 13(a) – Ladder Inspector An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications			
<b>13.</b> Elevated work training (Rescue/ Safety harnesses) – accredited Training ( <i>If applicable</i> )			
<b>14.</b> Fall Protection Plan by competent person / Rescue Plan ( <i>If applicable</i> )			
<b>15.</b> Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.			
<b>16.</b> Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.			
<b>17.</b> PPE Policy and most recent issue register.			
<b>INDUCTION</b>			
<b>18.</b> Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:			
• Employee Dossier with applicable documentation;			
• Proof of site specific induction;			
• Copy of ID Document;			
• Legal Letter of Appointment;			
• Proof of competence i.e.: Artisans, drivers, operators etc.;			
• Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work)			
<b>REGISTERS</b>			
<b>19.</b> Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:			
• Site visitors register			
• Excavation Inspection Register			
• Hand tools Inspection register			
• Barricading Inspection Register			
• Traffic Inspection Register			
• Mobile Toilet Inspection Register			
• Daily Risk Assessment and Toolbox Talk			
• PPE Inspection Register			
• First Aid kit Inspection Register			



• Fire Fighting Equipment Register			
• Portable electrical Equipment Register			
• Pneumatic Tool Register			
• Compressor Checklist			
• Ladder Inspection Register			
• Vehicle Inspection Register			
• Working at Height Equipment Register			
<b>INCIDENT/ACCIDENT MANAGEMENT</b>			
20. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents			
21. Register of first aid injuries			
22. Register of reportable injuries to the Provincial Director			
<b>OTHERS</b>			
23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:			
• CR 5.1(k) Principal Contractor appointment			
• CR 7(1)(c)(v) Sub Contractor appointment			
24. Training Matrix (Management, Supervisors and Employees)			
25. Copy of the OHS act and its Regulations , COID Act Regulations			

CONTRACTOR'S COMPLIANCE FILE REVIEW			
Date	Print Full Name	Designation	Signature
Status			
Approved			
Not Approved			
Reasons for not approving			

PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES FOR PERIOD OF SIX (6) MONTHS SERVICE CONTRACT FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH & PORT OF NGQURA

## Returnable Schedule 1

Tenderers to submit the following:

The service provider must have five (5) years preferably in heavy equipment rigging services in the Port Environment (or similar). The service provider must submit a minimum of three (3) contactable references of previous or current contracts showing experience of five (5) years or greater. These contracts should have been executed in the last ten (10) years- if older the reference will not be considered.

**Attached minimum of three contactable references showing heavy equipment rigging in the Port Environment (or similar):**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES FOR PERIOD OF SIX (6) MONTHS SERVICE CONTRACT FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH & PORT OF NGQURA

## Returnable Schedule 2

Bidders to submit the following:

Certification of two (2) crane drivers, in line with SAQA Qual ID 242982. Certificates for two drivers should be submitted

**Attach Certificates of two crane drivers to this schedule:**

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Signed

Date

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Name

Position

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Tenderer

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PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES FOR PERIOD OF SIX (6) MONTHS SERVICE CONTRACT FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH & PORT OF NGQURA

### Returnable Schedule 3

Bidders to submit the following:

The service provider is expected to confirm the competency of the rigging Supervisors by submitting certified copies of rigging trade tests certificates from recognised institutions and Supervisors experience by submission of CV's. The service provider is expected to supply two (2x) rigging Supervisors with at least eight (8) years in the Port Environment (or similar)

**Attach Certificates and CV's with an experience of eight years for two Rigging Supervisors to this schedule**

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES FOR PERIOD OF SIX (6) MONTHS SERVICE CONTRACT FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH & PORT OF NGQURA

## Returnable Schedule 4

Bidders to submit the following:

The Summary (2) CV's with the key persons, certification of trade test Rigger and CV's with an experience of three years minimum in the port environment (or similar).

**Attach Certificates of two qualified riggers and CV's with an experience of three years in the Port Environment (or similar) to this schedule.**

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES FOR PERIOD OF SIX (6) MONTHS SERVICE CONTRACT FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH & PORT OF NGQURA

## RS 5 – Experience of the crane drives

Bidders to submit the following:

Three CV's submitted with an experience of 2 years in Port Environment (or similar).

- **Attach CV's with an experience of 2 years or more to the returnable schedule**

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



PROVISION FOR CRANE AND LIFTING EQUIPMENT HIRE AS WELL AS RIGGING SERVICES FOR PERIOD OF SIX (6) MONTHS SERVICE CONTRACT FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH & PORT OF NGQURA

## Returnable Schedule 7 - Professional Registration

Bidders to submit the following:

Proof of LEEASA registration (Lifting equipment Engineering Association of South Africa)

<b>Attach Proof of LEEASA registration to this schedule</b> ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## RFQ Annexure B-Pricing Schedule

Port Elizabeth Terminals and Ngqura Container Terminal iCLM PE 501/TPT						
6 MONTHS						
Description of Goods/Service	Minimum hours per day	Weekdays (cost per hour)		Weekend/public holidays (cost per hour)		Site Establishment
		Minimum	Excess of min hours	Minimum	Excess of min hours	Fixed rate per crane
Description of equipment	Minimum hours per day					
Mobile crane (35 ton)						
Mobile crane (65 ton)						
Mobile crane (90 ton)						
Mobile crane (110 ton)						
Mobile crane (160 ton)						
Mobile crane (180 ton)						
Mobile crane (200 ton)						
Total						
<b>Mobile Equipment</b>						
The bidder must be able to provide sufficient cranes trucks to cater for the following lifting capacity requirements:						
Crane truck (17 ton)						
Crane truck (65 ton)						
Cherry picker (30m boom)						
Low bed Horse and trailer -35 Ton loading capacity. 15m long.						
<b>Lifting equipment</b>						
	<b>Cost per hour</b>					
Man cage (3 ton)						
Flat web sling (20 ton) and have 4 meter length						

Flat web sling (6 ton) and have 20 meter length						
Endless round sling (6 ton)and have 12 meter length						
Endless round sling (6 ton)and have 6 meter length						
Endless round sling (4 ton)and have 4 meter length						
Endless round sling (4 ton)and have 3 meter length						
Endless round sling (4 ton)and have 2 meter length						
Endless round sling (8 ton)and have 4 meter length						
Endless round sling (1 ton)and have 2 meter length						
Endless round sling (2 ton)and have 1 meter length						
Endless round sling (1 ton)and have 1 meter length						
Lifting tackle (5 ton)						
Chain blocks 4.4 tons and have 3 meter long lifting chain						
Chain blocks 1.5 tons and have 3 meter long lifting chain						
Chain blocks 3 tons and have 3 meter long lifting chain						
Steel chain (16.8 ton)						
Shackle (4.75 ton bow)						
Shackle ( 2 ton bow)						
Shackle ( 10 ton bow )						
Shackle (8.5 ton D)						
Total						
<b>Rigging Crew</b>	<b>Cost per hour</b>					
Supervisor (Qualified Rigger).						
Rigger						
Semi-skilled riggers/artisans						
Assistant						
Crane Drivers/operator						