

TRANSNET NATIONAL PORTS AUTHORITY

ENQUIRY NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

NEC3 Term Service Contract (TSC)

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

**FOR THE: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS
AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS**

| | |
|-------------------------------|-------------------------------------|
| RFQ NUMBER | : PCT-Q-06-2021-2022 |
| ISSUE DATE | : 11 November 2021 |
| COMPULSORY BRIEFING | : 19 November 2021 |
| CLOSING DATE | : 30 November 2021 |
| CLOSING TIME | : 12:00p.m |
| TENDER VALIDITY PERIOD | : 12 weeks from closing date |

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

| DESCRIPTION | MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TENDER DOCUMENT DOWNLOAD | <p>This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za FREE OF CHARGE. Alternatively, this RFQ may be downloaded from the Transnet website www.transnet.net under 'Tenders', FREE OF CHARGE.</p> <p><u>NOTE:</u></p> <ol style="list-style-type: none"> It is the responsibility of the tenderer to ensure downloading of a complete RFQ with all specifications, drawings and annexures. |
| COMPULSORY TENDER CLARIFICATION MEETING | <p>A Compulsory Tender Clarification Meeting will be conducted at the Port of Cape Town, on 19 November 2021, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. Tenderers without the recommended PPE will not be allowed on the site walk. All forms of firearms are prohibited on Transnet properties and premises. The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p> |



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| | |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CLOSING DATE | 12:00p.m on 30 November 2021 Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration. |
| VALIDITY PERIOD | Twelve weeks from Closing Date Tenderers are to note that they may be requested to extend the validity period of their tender, at 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 Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded. |



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2. COMMUNICATION

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officers(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

For specific queries relating to this RFQ (prior to the tender closing), the tender administrator can be contacted directly, while also informing the Secretary of the Acquisition Council of the communication.

Tender Administrator

Name: Nonceba Magazi-Qelile

email: nonceba.magazi-qelile@transnet.net

Telephone: 021 449 2424

And

Secretary of the Acquisition Council

Name: Khulekani Sikhosana

email: khulekani.sikhosana@transnet.net

Telephone: 021 449 4370

After the closing date of the RFQ, a Bidder may only communicate with the Secretary of the Acquisition Council, on any matter relating to its RFQ Proposal.

Name: Khulekani Sikhosana

email: khulekani.sikhosana@transnet.net

Telephone: 021 449 4370

3. MINIMUM B-BBEE LEVEL

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 4 or better. A bid that fails to meet this pre-qualification criteria will be regarded as an unacceptable bid.



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4. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFQ No: PCT-Q-06-2021-2022

Description: **MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS**

Closing date and time: 30 November 2021 at 10:00 a.m.

Closing address: *[Refer to options in paragraph 5 below]*

All submissions must reflect the return address of the Tenderer on the reverse side.

5. DELIVERY INSTRUCTIONS FOR TENDER

5.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located on the Ground Floor, behind reception and must be addressed as follows:

THE SECRETARIAT
TNPA ACQUISITION COUNCIL
HR AND PROCUREMENT BUILDING
34 SOUTH ARM ROAD
PORT OF CAPE TOWN
8001

The measurements of the "tender slot" are 400mm wide x 150mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 140mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph above.



5.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet National Ports Authority Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TNPA ACQUISITION COUNCIL
HR AND PROCUREMENT BUILDING
34 SOUTH ARM ROAD
PORT OF CAPE TOWN
8001

- 5.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.
- 5.4 No email or faxed tenders will be considered, unless otherwise stated herein.
- 5.5 The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- 5.6 Submissions must not contain documents relating to any Tender other than that shown on the submission.

6. CONFIDENTIALITY

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

7. DISCLAIMERS

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



- 7.1. Modify the tender services and request Tenderers to re-tender on any changes;
- 7.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;
- 7.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
- 7.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer;
- 7.5. Not necessarily accept the lowest priced tender or an alternative Tender;
- 7.6. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 7.7. Withdraw the tender on good cause shown;
- 7.8. Award business in connection with this tender at any time after the tender closing date;
- 7.9. Award business for only a portion of the proposed services which are reflected in the scope of this tender;
- 7.10. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;
- 7.11. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 7.12. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 7.13. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 7.14. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 7.15. Undertake post-tender negotiations with those persons/Tenderers appearing on the list of preferred Tenderers once such list is approved by relevant person(s) with delegated authority;
- 7.16. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 7.17. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 7.18. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 7.19. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19 **Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.



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

9. 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/>. Details on CSD registration to be provided on the **SBD1 (TAX COMPLIANCE STATUS)**

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

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

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

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

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

| Clause | Data |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| C.1.1 The <i>Employer</i> is | Transnet SOC Ltd (Reg No. 1990/000900/30) |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: | |
| Part T: The Tender | |
| Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender T1.2 Tender data |
| Part T2 : Returnable documents | T2.1 List of returnable documents T2.2 Returnable schedules |
| Part C: The contract | |
| Part C1: Agreements and contract data | C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities |
| Part C2: Pricing data | C2.1 Pricing instructions C2.2 Price List |

| | Part C3: Scope of work | C3.1 Service Information |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| C.1.4 | The Employer's agent is: | Contract Specialist |
| | Name: | Nonceba Magazi-Qelile |
| | Address: | HR & Procurement Building, 34 South Arm Road, Port of Cape Town |
| | Tel No. | 021 449 2424 |
| | E – mail | Nonceba.magazi-qelile@transnet.net |
| C.2.1 | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: | |
| | 1. Stage One – Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: | |
| | <ul style="list-style-type: none"> A tenderer having a stipulated minimum B-BBEE status level of contributor of 4 or better. | |
| | <i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i> | |
| | 2. Stage Two - Eligibility in terms of the Construction Industry Development Board: | |
| | a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 1 SI or higher class of construction work, are eligible to have their tenders evaluated. | |
| | b) Joint Venture (JV) | |
| | Joint ventures are eligible to submit tenders subject to the following: | |
| | 1. every member of the joint venture is registered with the CIDB; | |
| | 2. the lead partner has a contractor grading designation of 1 SI or higher class of construction work; and | |
| | 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 1 SI or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations | |
| | 4. The tenderer shall provide a certified copy of its signed joint venture agreement. | |

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

3. Stage Three - Functionality:

Phase 1: Technical Pre-qualification Criteria

- T2.2-02 Compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
- Proof of certification from Department of Labour to work on lifts as per regulation

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

Phase 2: Functionality / Technical

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

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

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

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

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

- C.2.12 No alternative tender offers will be considered.

- C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original**.

- C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box TRANSNET NATIONAL PORTS AUTHORITY

Physical address: Ground Floor HR & Procurement Building, 34 South Arm Road, Port of Cape Town

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: PCT-Q-06-2021-2022
- The Tender Description: Maintenance and repairs of lifts at the Port of Cape Town as and when required for a period of 3 years

Documents must be marked for the attention of: The Secretariat, Transnet National Port Authority Acquisition Council

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00pm on 30 November 2021**
Location: **Transnet National Ports Authority**
Ground Floor HR & Procurement Building
34 South Arm Road
Port of Cape Town

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

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

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

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

Functionality Criteria

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

| Functionality criteria | Sub-criteria | Maximum number of points |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------|
| T2.2-03 Quality Management <ul style="list-style-type: none"> • Project specific control plan for maintenance and repairs of lifts. • Contractor's Quality policy. • Example of checklist for various activities | 35 | 35 |
| T2.2-04 Health and Safety Requirements <ul style="list-style-type: none"> • A safety plan to be submitted in accordance with the OHSA1993. • Risk assessment pertaining to related activities • Valid letter of good standing • Health and Safety Appointments with certificates | 15 | 15 |
| T2.2-05 Previous experience Previous experience for similar work and written references. (company name, contact person and value of work completed or in execution) and completion certificates | 25 | 25 |
| T2.2-06 Method Statement <ul style="list-style-type: none"> • Project specific method statement and maintenance schedule. • Emergency call outs procedure. • Testing methodology for equipment. • Method and procedure for stopping and restarting of lifts • Structuring of post maintenance reports | 25 | 25 |
| Maximum possible score for Functionality | | 100 |

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

- T2.2-03 Quality Management
- T2.2-04 Health and Safety Requirements
- T2.2-05 Previous Experience
- T2.2-06 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
-

-
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017

- A tenderer having a stipulated minimum B-BBEE status level of contributor of 4 or better.

T2.2-01 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration with 1 SL grading

T2.2-02 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at compulsory tender clarification meeting

Stage Four: Technical Evaluation Prequalification criteria

T2.2-03 Quality Management

T2.2-04 Health and Safety Management

T2.2-05 Previous Experience

T2.2-06 Method statement

2.1.3 Returnable Schedules:

General:

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

T2.2-12 Project Organogram, Management & CV's

T2.2-13 Health and Safety Questionnaire

T2.2-14 Availability of Equipment

Agreement and Commitment by Tenderer:

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFQ Declaration Form
- T2.2-18 RFQ – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct

2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Contractor

2.1.5 Transnet Vendor Registration Form:

- T2.2-23 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Price List

2.5 C2.2 Price List

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

| CRS Number | Status | Grading | Expiry Date |
|------------|--------|---------|-------------|
| | | | |

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

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **1 SL** class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **1 SL** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

| | | |
|-----------|-------------------------------------------------------------|---------------------------|
| Held at: | Procurement Boardroom, 34 South Arm Road, Port of Cape Town | |
| On (date) | 19 November 2021 | Starting time: 10:00 a.m. |

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-03: Evaluation Schedule: Quality Management

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management standard stated in the Works Information and should include but not limited to:

1. Quality Control Plan for the maintenance and repairs of lifts
2. The Contractor's Quality Policy
3. Example of checklist for various activities.

Attached submissions to this schedule:

.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the plan submitted by the Tenderer.

| | Quality Management Plan |
|--------------------------------|-------------------------------------------------|
| No response (score 0) | The tenderer has submitted no information |
| Poor (score 40) | Submitted an incomplete Quality Plan |
| Satisfactory (score 60) | 1 of the items as specified above is addressed |
| Good (score 80) | 2 of the items as specified above are addressed |
| Very Good (score 100) | All 3 items as specified above are addressed |

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

T2.2-04: Evaluation Schedule: Health and Safety Plan

Submit the following documents with your tender:

1. A safety plan to be submitted in accordance with the OHSA1993
2. Risk assessment pertaining to related activities
3. Valid letter of good standing
4. Health and Safety Appointments with certificates

Attached submissions to this schedule:

.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety Plan submitted by the tenderer:

| | Health and Safety Plan |
|--------------------------------|-------------------------------------------------|
| No response (score 0) | Tenderer submitted no information |
| Poor (score 40) | 1 of the items as specified above is addressed |
| Satisfactory (score 60) | 2 of the items as specified above are addressed |
| Good (score 80) | 3 of the items as specified above are addressed |
| Very good (score 100) | All 4 items as specified above are addressed |

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- Contactable references relevant to this RFQ with a completion certificate, written reference or in execution (company name, contact person, contact no. and value of work).

Index of documentation attached to this schedule:

.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the information submitted by the tenderer

| | Previous Experience |
|--------------------------------|-------------------------------------------------------------------------------------|
| No response (score 0) | Tenderer submitted no information |
| Poor (score 40) | 1 contactable relevant reference with a written reference or in execution |
| Satisfactory (score 60) | 2 contactable relevant references with written references or in execution |
| Good (score 80) | 3 contactable relevant references with written references or in execution |
| Very good (score 100) | More than 3 contactable relevant references with written references or in execution |

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

T2.2-06: Evaluation Schedule: Method Statement

In addition to general methodology for the project, please provide specific information for the following points:

1. Project specific method statement and maintenance schedule
2. Emergency call outs procedure
3. Testing methodology for equipment
4. Method and procedure for stopping and restarting of lifts
5. Structuring of post maintenance reports

Attached submissions to this schedule:

.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety Plan submitted by the tenderer:

| | Method Statement |
|--------------------------------|-------------------------------------------------|
| No response (score 0) | Tenderer submitted no information |
| Poor (score 40) | 1 of the items as specified above is addressed |
| Satisfactory (score 60) | 3 of the items as specified above are addressed |
| Good (score 80) | 4 of the items as specified above are addressed |
| Very good (score 100) | All 5 items as specified above are addressed |

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-07: Authority to submit a Tender

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

| A - COMPANY | B - PARTNERSHIP | C - JOINT VENTURE | D - SOLE PROPRIETOR |
|-------------|-----------------|-------------------|---------------------|
| | | | |

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in
connection with the tender offer for Contract _____ and any
contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-08: Record of Addenda to Tender Documents

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

Name of Company/Members of Joint Venture:

| |
|-------|
| |
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| | | | |
|--------|-------|------|-------|
| Signed | | Date | |
|--------|-------|------|-------|

| | | | |
|------|-------|----------|-------|
| Name | | Position | |
|------|-------|----------|-------|

| | |
|----------|-------|
| Tenderer | |
|----------|-------|

T2.2-10: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

| |
|--|
| |
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| |
| |
| |
| |

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-11: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below and submit their Affidavit / BBBEE certificates:

| Name of Proposed Subcontractor | | | Address | | Nature of work | | Amount of Worked | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|------------------|--------------------------|
| | | | | | | | | |
| % Black Owned | EME | QSE | Youth | Women | Disabilities | Rural/ Underdeveloped areas/ Townships | | Military Veterans |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |

| Name of Proposed Subcontractor | | | Address | | Nature of work | | Amount of Worked | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|------------------|--------------------------|
| | | | | | | | | |
| % Black Owned | EME | QSE | Youth | Women | Disabilities | Rural/ Underdeveloped areas/ Townships | | Military Veterans |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |

TRANSNET NATIONAL PORTS AUTHORITY

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| Name of Proposed Subcontractor | | | Address | | Nature of work | | Amount of Worked | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|------------------|--------------------------|
| | | | | | | | | |
| % Black Owned | EME | QSE | Youth | Women | Disabilities | Rural/ Underdeveloped areas/ Townships | | Military Veterans |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |

| Name of Proposed Subcontractor | | | Address | | Nature of work | | Amount of Worked | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|------------------|--------------------------|
| | | | | | | | | |
| % Black Owned | EME | QSE | Youth | Women | Disabilities | Rural/ Underdeveloped areas/ Townships | | Military Veterans |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-12: Management & CVs of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. **CV's and proof of qualifications** attached for the Project Team including Safety Officer and Quality Assurance Representative. The Individual CV's from the Project Team to indicate level of general experience and qualifications of key staff within the organization.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Term Service Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Index of documentation attached to this schedule:

.....
.....

Signed

Date

Name

Position

Tenderer

T2.2-13: Health and Safety Questionnaire

| | | | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------|
| 1. SAFE WORK PERFORMANCE | | | | | | | | | | | | | |
| 1A. Injury Experience / Historical Performance - Alberta | | | | | | | | | | | | | |
| Use the previous three years injury and illness records to complete the following: | | | | | | | | | | | | | |
| Year | | | | | | | | | | | | | |
| Number of medical treatment cases | | | | | | | | | | | | | |
| Number of restricted work day cases | | | | | | | | | | | | | |
| Number of lost time injury cases | | | | | | | | | | | | | |
| Number of fatal injuries | | | | | | | | | | | | | |
| Total recordable frequency | | | | | | | | | | | | | |
| Lost time injury frequency | | | | | | | | | | | | | |
| Number of worker manhours | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table> | | | | 1 - Medical Treatment Case | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician | 2 - Restricted Work Day Case | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties | 3 - Lost Time injury Cases | Any occupational injury that prevents the worker from performing any work for at least one day | 4 - Total Recordable Frequency | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours | 5- Lost Time Injury Frequency | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours |
| 1 - Medical Treatment Case | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician | | | | | | | | | | | | |
| 2 - Restricted Work Day Case | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties | | | | | | | | | | | | |
| 3 - Lost Time injury Cases | Any occupational injury that prevents the worker from performing any work for at least one day | | | | | | | | | | | | |
| 4 - Total Recordable Frequency | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours | | | | | | | | | | | | |
| 5- Lost Time Injury Frequency | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours | | | | | | | | | | | | |
| 1B. Workers' Compensation Experience | | | | | | | | | | | | | |
| Use the previous three years injury and illness records to complete the following (if applicable): | | | | | | | | | | | | | |
| Industry Code: | | Industry Classification: | | | | | | | | | | | |
| Year | | | | | | | | | | | | | |
| Industry Rate | | | | | | | | | | | | | |
| Contractor Rate | | | | | | | | | | | | | |
| % Discount or Surcharge | | | | | | | | | | | | | |
| Is your Workers' Compensation account in good standing? (Please provide letter of confirmation) | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | |
| 2. CITATIONS | | | | | | | | | | | | | |
| 2A. | Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details: | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 2B. | Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details: | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

| | YES | NO | | YES | NO |
|-------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| CORPORATE SAFETY POLICY | <input type="checkbox"/> | <input type="checkbox"/> | EQUIPMENT MAINTENANCE | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT NOTIFICATION POLICY | <input type="checkbox"/> | <input type="checkbox"/> | EMERGENCY RESPONSE | <input type="checkbox"/> | <input type="checkbox"/> |
| RECORDKEEPING & STATISTICS | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT | <input type="checkbox"/> | <input type="checkbox"/> |
| REFERENCE TO LEGISLATION | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES | <input type="checkbox"/> | <input type="checkbox"/> |
| GENERAL RULES & REGULATIONS | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PROCEDURES | <input type="checkbox"/> | <input type="checkbox"/> |
| PROGRESSIVE DISCIPLINE POLICY | <input type="checkbox"/> | <input type="checkbox"/> | WORKPLACE INSPECTIONS | <input type="checkbox"/> | <input type="checkbox"/> |
| RESPONSIBILITIES | <input type="checkbox"/> | <input type="checkbox"/> | INVESTIGATION PROCESS | <input type="checkbox"/> | <input type="checkbox"/> |
| PPE STANDARDS | <input type="checkbox"/> | <input type="checkbox"/> | TRAINING POLICY & PROGRAM | <input type="checkbox"/> | <input type="checkbox"/> |
| ENVIRONMENTAL STANDARDS | <input type="checkbox"/> | <input type="checkbox"/> | COMMUNICATION PROCESSES | <input type="checkbox"/> | <input type="checkbox"/> |
| MODIFIED WORK PROGRAM | <input type="checkbox"/> | <input type="checkbox"/> | | | |

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

| | YES | NO | | YES | NO |
|-------------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|
| GENERAL RULES & REGULATIONS | <input type="checkbox"/> | <input type="checkbox"/> | CONFINED SPACE ENTRY | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY REPORTING | <input type="checkbox"/> | <input type="checkbox"/> | TRENCHING & EXCAVATION | <input type="checkbox"/> | <input type="checkbox"/> |
| INJURY REPORTING | <input type="checkbox"/> | <input type="checkbox"/> | SIGNS & BARRICADES | <input type="checkbox"/> | <input type="checkbox"/> |
| LEGISLATION | <input type="checkbox"/> | <input type="checkbox"/> | DANGEROUS HOLES & OPENINGS | <input type="checkbox"/> | <input type="checkbox"/> |
| RIGHT TO REFUSE WORK | <input type="checkbox"/> | <input type="checkbox"/> | RIGGING & CRANES | <input type="checkbox"/> | <input type="checkbox"/> |
| PERSONAL PROTECTIVE EQUIPMENT | <input type="checkbox"/> | <input type="checkbox"/> | MOBILE VEHICLES | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES | <input type="checkbox"/> | <input type="checkbox"/> | PREVENTATIVE MAINTENANCE | <input type="checkbox"/> | <input type="checkbox"/> |
| PROJECT SAFETY COMMITTEE | <input type="checkbox"/> | <input type="checkbox"/> | HAND & POWER TOOLS | <input type="checkbox"/> | <input type="checkbox"/> |
| HOUSEKEEPING | <input type="checkbox"/> | <input type="checkbox"/> | FIRE PREVENTION & PROTECTION | <input type="checkbox"/> | <input type="checkbox"/> |
| LADDERS & SCAFFOLDS | <input type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL SAFETY | <input type="checkbox"/> | <input type="checkbox"/> |
| FALL ARREST STANDARDS | <input type="checkbox"/> | <input type="checkbox"/> | COMPRESSED GAS CYLINDERS | <input type="checkbox"/> | <input type="checkbox"/> |
| AERIAL WORK PLATFORMS | <input type="checkbox"/> | <input type="checkbox"/> | WEATHER EXTREMES | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|---------------------------------|--------------------------|--------------------------|
| 5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, submit an outline for evaluation. Does it include instruction on the following: | | | | | |
| | Yes | No | | Yes | No |
| EMPLOYER RESPONSIBILITIES | <input type="checkbox"/> | <input type="checkbox"/> | SAFETY COMMUNICATION | <input type="checkbox"/> | <input type="checkbox"/> |
| EMPLOYEE RESPONSIBILITIES | <input type="checkbox"/> | <input type="checkbox"/> | FIRST AID/MEDICAL PROCEDURES | <input type="checkbox"/> | <input type="checkbox"/> |
| DUE DILIGENCE | <input type="checkbox"/> | <input type="checkbox"/> | NEW WORKER TRAINING | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY LEADERSHIP | <input type="checkbox"/> | <input type="checkbox"/> | ENVIRONMENTAL REQUIREMENTS | <input type="checkbox"/> | <input type="checkbox"/> |
| WORK REFUSALS | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT | <input type="checkbox"/> | <input type="checkbox"/> |
| INSPECTION PROCESSES | <input type="checkbox"/> | <input type="checkbox"/> | PRE-JOB SAFETY INSTRUCTION | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES | <input type="checkbox"/> | <input type="checkbox"/> | DRUG & ALCOHOL POLICY | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT INVESTIGATION | <input type="checkbox"/> | <input type="checkbox"/> | PROGRESSIVE DISCIPLINARY POLICY | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFE WORK PROCEDURES | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY MEETINGS | <input type="checkbox"/> | <input type="checkbox"/> | NOTIFICATION REQUIREMENTS | <input type="checkbox"/> | <input type="checkbox"/> |

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? _____

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

| | Yes | No | Monthly | Quarterly | Annually |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Project/Site Manager | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Managing Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety Director/Manager | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| /Chief Executive Officer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

7B How are incident records and summaries kept? How often are they reported internally?

| | Yes | No | Monthly | Quarterly | Annually |
|------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Incidents totaled for the entire company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Incidents totaled by project | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotaled by superintendent | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotaled by foreman | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

7C How are the costs of individual incidents kept? How often are they reported internally?

| | Yes | No | Monthly | Quarterly | Annually |
|-----------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Costs totaled for the entire company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Costs totaled by project | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotaled by superintendent | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotaled by foreman/general foreman | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

7D Does your company track non-injury incidents?

| | Yes | No | Monthly | Quarterly | Annually |
|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Near Miss | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Property Damage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Environmental | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

| Name | Position/Title | Designation |
|------|----------------|-------------|
| | | |

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

| Name | Address | Telephone Number |
|------|---------|------------------|
| | | |

Other responsibilities:

9 REFERENCES

List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program

| Name and Company | Address | Phone Number |
|------------------|---------|--------------|
| | | |
| | | |
| | | |

Part T2: Returnable Schedules

T2.2-14: Availability of Equipment and Other Resources

T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
| | | |
| | | |
| | | |

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

| | |
|-----------------|----------|
| Signed | Date |
| ----- | ----- |
| Name | Position |
| ----- | ----- |
| Enterprise name | |
| ----- | |

**SBD 4****DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, 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.

¹"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); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

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

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 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:

² "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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SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attach proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 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?

YES / NO

2.8.1 If so, furnish particulars:

2.9 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?

YES / NO

2.9.1 If so, furnish particulars.

SBD 4

2.10 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 this bid?

YES/NO

2.10.1 If so, furnish particulars.

2.11 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?

YES/NO

2.11.1 If so, furnish particulars:

SBD 4

3. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|------------------|------------------------|------------------------------------------|------------------------------------------------------|
| | | | |
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SBD 4

4. DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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.

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 this bid:
- the 80/20 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the 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 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) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** 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;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"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);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;

- (o) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (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-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.



- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.



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8. SUB-CONTRACTING

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

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

8.1.1 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.

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[***TICK APPLICABLE BOX***]



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9.7 Total number of years the company/firm has been in business: _____

9.8 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-BBE status level of contribution indicated in paragraph 7 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 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF TENDERER(S)

DATE:

ADDRESS

.....

**SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ invited.
2. 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).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities 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.
4. 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.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ 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.



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SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote 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

SBD 9

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 consortium⁵ 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)
 - (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.

⁵ 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.

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

T2.2-16 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or



- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

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

Signed

Date

Name

Position

Tenderer

T2.2-17: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-20 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF 24 LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

T2.2-18: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-19: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



-
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-20 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same



information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:
 - a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
 - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12-month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a



business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.



- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or



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

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

- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:
 - a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
 - a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
 - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.



12 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

13 GENERAL

13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

13.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

13.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

T2.2-21 : Supplier Code of Conduct

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

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

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

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

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

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

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

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LITS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-22: Insurance provided by the *Contractor*

Clause 84.1 in Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

| Insurance against (See clause 84.2 of the TSC) | Name of Insurance Company | Cover | Premium |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Loss of or damage to the <i>works</i> , Plant and Materials | | | |
| Loss of or damage to Equipment | | | |
| Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract. | | | |
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract | | | |
| (Other) | | | |
| | | | |
| | | | |

Signed

Date

Name

Position

Tenderer

T2.2-23 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

SUPPLIER DECLARATION FORM

Supplier Declaration Form

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

| | | | | | | |
|-------------------------------------------------------|---------------------------|------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Company Trading Name | | | | | | |
| Company Registered Name | | | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | | | |
| Company Income Tax Number | | | | | | |
| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |

| | | | | | | |
|---------------------------------------------------------|---------------------------|------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Did your company previously operate under another name? | | | | | Yes | No |
| If YES state the previous details below: | | | | | | |
| Trading Name | | | | | | |
| Registered Name | | | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | | | |
| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Your Current Company's VAT Registration Status | |
| VAT Registration Number | |
| If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status | |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. | |

| | | | |
|-------------------------|--|---------------------|--|
| Company Banking Details | | Bank Name | |
| Universal Branch Code | | Bank Account Number | |

| | | | |
|--------------------------|--|------|--|
| Company Physical Address | | | |
| | | Code | |
| Company Postal Address | | | |
| | | Code | |
| Company Telephone number | | | |
| Company Fax Number | | | |
| Company E-Mail Address | | | |
| Company Website Address | | | |

| | | | |
|-----------------------------|--|--|--|
| Company Contact Person Name | | | |
| Designation | | | |
| Telephone | | | |
| Email | | | |

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|-----------|--|
| Is your company a Labour Broker? | Yes | | No | |
| Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc. | | | | |
| How many personnel does the business employ? | Full Time | | Part Time | |
| Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II. | | | | |

| | | | |
|----------------------------------------------|---------------------------|------------------------------------------|----------------------------------------|
| Most recent Financial Year's Annual Turnover | <R10Million EME | >R10Million <R50Million QSE | >R50Million Large Enterprise |
|----------------------------------------------|---------------------------|------------------------------------------|----------------------------------------|

| | | | | | | | | | |
|------------------------------------------------------------|-----|---|----|---|---|---|---|---|---|
| Does your company have a valid proof of B-BBEE status? | Yes | | No | | | | | | |
| Please indicate your Broad Based BEE status (Level 1 to 9) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

| Majority Race of Ownership | | | | | | | |
|----------------------------|--|--------------------------------------|--|--------------------------------------|--|-------------------------|--|
| % Black Ownership | | % Black Women Ownership | | % Black Disabled person(s) Ownership | | % Black Youth Ownership | |
| % Black Unemployed | | % Black People Living in Rural Areas | | % Black Military Veterans | | | |

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

| Supplier Development Information Required | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
| <p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.). | YES <input type="radio"/> NO <input type="radio"/> |
| DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company. | YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents |
| ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area. | YES <input type="radio"/> NO <input type="radio"/> |
| SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.) | YES <input type="radio"/> NO <input type="radio"/> |
| GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with. | YES <input type="radio"/> NO <input type="radio"/> |
| ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention | YES <input type="radio"/> NO <input type="radio"/> |

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

| | | | |
|------------------|--|-------------|--|
| Name and Surname | | Designation | |
| Signature | | Date | |

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12 month period has not exceeded or is not expected to
exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to</p> |

| | |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | acquire citizenship by naturalization prior to that date;" |
| Definition of "Black Designated Groups" | <p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p> |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|--------------------------|--------------------------------------------------------------|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--------------------------------------------------------|--|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |

| | |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p> |
| Definition of "Black Designated Groups" | <p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p> |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|---------------------------|---------------------------------------------------------------|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition) | |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

| | Yes | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment. | | |
| 2. Complete the "Supplier Code of Conduct" (SCC). See attachment. | | |
| 3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller). | | |
| 4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable). | | |
| 5. Certified copy of certificate of incorporation, CM29 / CM9 (name change). | | |
| 6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC). | | |
| 7. A letter with the company's letterhead confirming both Physical and Postal address. | | |
| 8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate. | | |
| 9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit. | | |
| 10. Central Supplier Database (CSD) Summary Registration Report. | | |



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

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

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

| | |
|-----------------------------------------------------|-----------------------|
| The offered total of the Prices exclusive of VAT is | Not applicable |
| Value Added Tax @ 15% is | Not applicable |
| The offered total of the Prices inclusive of VAT is | Not applicable |
| (in words) works to be done as per the rates | |

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



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Acceptance

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

The terms of the contract, are contained in:

| | |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work: Service Information |

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet National Ports Authority
HR & Procurement Building, 34 South Arm Road
Port of Cape Town

Name &
signature of
witness

Date



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DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

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

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

For the tenderer:

For the Employer

| | | |
|-----------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Signature | _____ | _____ |
| Name | _____ | _____ |
| Capacity | _____ | _____ |
| On behalf of | (Insert name and address of organisation) | Transnet National Ports Authority, HR and Procurement Building, 34 South Arm Road, Port of Cape Town |
| Name & signature of witness | _____ | _____ |
| Date | _____ | _____ |



C1.2 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|----------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| | dispute resolution Option | A: Priced contract with price list |
| | and secondary Options | W1: Dispute resolution procedure |
| | | X2 Changes in the law |
| | | X17: Low service damages |
| | | X19: Task Order |
| | | Z: Additional conditions of contract |
| | of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013) | |
| 10.1 | The <i>Employer</i> is: | Transnet SOC Ltd |
| | Address | Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662 |
| | Having elected its Contractual Address for the purposes of this contract as: | Transnet National Ports Authority HR and Procurement Building 34 South Arm Road Port of Cape Town |
| | Tel No. | 021 449 2424 |
| 10.1 | The <i>Service Manager</i> is (name): | Murshid Raven |
| | Address | Room 202 Electrical Light & Power Workshop, Old Duncan Road, Port of Cape Town |
| | Tel | 021 449 4368 |

| | | |
|----------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| | e-mail | Murshid.raven@transnet.net |
| 11.2(2) | The Affected Property is | Port of Cape Town |
| 11.2(13) | The <i>service</i> is | Maintenance and repairs of lifts at the Port of Cape Town as and when required for a period of 3 years |
| 11.2(14) | The following matters will be included in the Risk Register | No additional data is required for this section of the condition of contract |
| 11.2(15) | The Service Information is in | The Scope of Services |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa subject to the jurisdiction of the Courts of South Africa. |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | 2 weeks |
| 2 | The <i>Contractor's</i> main responsibilities | (If the optional statement for this section is not used, no data will be required for this section) |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | 01 March 2022 |
| 30.1 | The <i>service period</i> is | 3 (Three years) |
| 4 | Testing and defects | No additional data is required for this section of the <i>conditions of contract</i>. |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | 25th (twenty fifth) day of each successive month. |
| 51.1 | The <i>currency of this contract</i> is the | South African Rand. |
| 51.2 | The period within which payments are made is | Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received. |
| 51.4 | The <i>interest rate</i> is | The prime lending rate of the Standard Bank South Africa. |
| 6 | Compensation events | No additional data is required for this section of the condition of contract |
| 7 | Use of Equipment Plant and Materials | No additional data is required for this section of the <i>conditions of contract</i>. |
| 8 | Risks and insurance | |
| 80.1 | These are additional <i>Employers</i> risks | None |

| | | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 84.1 | The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i>) caused by activity in connection with this contract for any one event is: | Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity. |
| 84.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act. |
| 84.1 | The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to: | The total of the prices. |
| 84.1 | For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to: | The total of the prices. |
| 84.1 | The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to: | The total of the prices. |
| 9 | Termination | There is no Contract Data required for this section of the <i>conditions of contract</i>. |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 4 weeks. |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is (Name) | Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>. |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is | The Association of Arbitrators (Southern Africa) |
| W1.4(2) | The <i>tribunal</i> is: | Arbitration |

| | | |
|------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| W1.4(5) | The <i>arbitration procedure</i> is | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) |
| | The place where arbitration is to be held is | Cape town |
| | The person or organisation who will choose an arbitrator | |
| | - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa) |
| 12 | Data for secondary Option clauses | |
| X2 | Changes in the law | No additional data is required for this Option |
| X17 | Low service damages | |
| X17.1 | The <i>service level table</i> is in | C3 |
| Z | <i>Additional conditions of contract</i> | |
| Z1 | Obligations in respect of Termination | |
| Z1.1 | | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the followingg additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) |
| Z1.2 | Termination Table | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> |
| Z1.3 | | Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23." |

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

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

Z3 Additional clause relating to Collusion in the Construction Industry

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

Z4 Protection of Personal Information Act

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



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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

| Clause | Statement | Data |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 10.1 | The <i>Contractor</i> is (Name): Address Tel No. Fax No. | |
| 11.2(8) | The <i>direct fee percentage</i> is _____ % The <i>subcontracted fee percentage</i> is _____ % | |
| 11.2(14) | The following matters will be included in the Risk Register | T2.2-10 |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in: | C3 |
| 21.1 | The plan identified in the Contract Data is contained in: | C3 |
| 24.1 | The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: | |

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**CV's (and further key person's data including
CVs) are in T2.2-13**

| | |
|----------|----------------------------------------|
| A | Priced contract with price list |
|----------|----------------------------------------|

| | |
|----------|-----------------------------|
| 11.2(12) | The <i>price list</i> is in |
|----------|-----------------------------|

| |
|-----------|
| C2 |
|-----------|

PART C2: PRICING DATA

| Document reference | Title | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1 | Pricing instructions: Option A | 2 |
| C2.2 | Price List | 6 |

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

**Identified 11
and defined
terms**

- 11.2 (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.
- 1.3.4 The *Contractor's* detailed Price List provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Year 1

| Item no. | Description | Unit | Rate |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| 1 | Routine Preventative Monthly Maintenance | | |
| 1.1 | Comprehensive Monthly Charge for 2x TNPA House passenger elevators Routine Preventative Maintenance (11 stops) | Month | |
| 1.2 | Comprehensive Monthly Charge for 2x Training centre passenger elevators Routine Preventative Maintenance (4 stops) | Month | |
| 2 | Once-of lift status inspection and report | | |
| 2.1 | A once-off comprehensive lift inspection carried out by an independent registered lift inspector accredited by the SANAS Accredited Inspection Body. | Each | |
| 2.2 | A comprehensive quality, safety and compliance report on the current condition of the lifts, submitted by the independent Lift inspector for each lift separately | Each | |
| 3 | Statutory 36-month inspection | | |
| 3.1 | A Statutory inspection and testing of the EQUIPMENT in accordance with SANS 50081, the lift shall after modifications have been affected and at intervals not exceeding 36 months, a registered person shall complete a comprehensive report separately for each lift. The SERVICE PROVIDER shall ensure that this inspection is conducted as part of this contract at the time that it is required. The Service Provider shall provide the mandatory 36-month inspection that has been completed by a registered person who shall complete the comprehensive report separately for each lift and submit a signed report within thirty (30) days to Transnet National Ports Authority. | Each | |

| Item no. | Description | Unit | Rate |
|----------|-------------------------------------------------------------------------------------------------------------------|------|------|
| 4 | Emergency maintenance and rescue | | |
| 4.1 | All-inclusive emergency call-out and rescue efforts withing 1 hour where any persons are trapped inside the lifts | Each | |
| 4.2 | Comprehensive emergency breakdown report | Each | |
| 5 | Labour – Normal Hours | | |
| 5.1 | Engineer | Hour | |
| 5.2 | Lift Inspector | Hour | |
| 5.3 | Lift Technician | Hour | |
| 5.4 | Technician assistant | Hour | |
| 5.5 | Supervisor | Hour | |
| 5.6 | Lift Safety Officer | Hour | |
| 6 | Labour – After Hours | | |
| 6.1 | Engineer | Hour | |
| 6.2 | Lift Inspector | Hour | |
| 6.3 | Lift Technician | Hour | |
| 6.4 | Technician assistant | Hour | |
| 6.5 | Supervisor | Hour | |
| 6.6 | Lift Safety Officer | Hour | |

Year 2

| Item no. | Description | Unit | Rate |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| 1 | Routine Preventative Monthly Maintenance | | |
| 1.1 | Comprehensive Monthly Charge for 2x TNPA House passenger elevators Routine Preventative Maintenance (11 stops) | Month | |
| 1.2 | Comprehensive Monthly Charge for 2x Training centre passenger elevators Routine Preventative Maintenance (4 stops) | Month | |
| 2 | Once-of lift status inspection and report | | |
| 2.1 | A once-off comprehensive lift inspection carried out by an independent registered lift inspector accredited by the SANAS Accredited Inspection Body. | Each | |
| 2.2 | A comprehensive quality, safety and compliance report on the current condition of the lifts, submitted by the independent Lift inspector for each lift separately | Each | |
| 3 | Emergency maintenance and rescue | | |
| 3.1 | All-inclusive emergency call-out and rescue efforts withing 1 hour where any persons are trapped inside the lifts | Each | |
| 3.2 | Comprehensive emergency breakdown report | Each | |
| 4 | Labour – Normal Hours | | |
| 4.1 | Engineer | Hour | |
| 4.2 | Lift Inspector | Hour | |
| 4.3 | Lift Technician | Hour | |
| 4.4 | Technician assistant | Hour | |
| 4.5 | Supervisor | Hour | |
| 4.6 | Lift Safety Officer | Hour | |

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN
AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

| Item no. | Description | Unit | Rate |
|----------|-----------------------------|------|------|
| 5 | Labour – After Hours | | |
| 5.1 | Engineer | Hour | |
| 5.2 | Lift Inspector | Hour | |
| 5.3 | Lift Technician | Hour | |
| 5.4 | Technician assistant | Hour | |
| 5.5 | Supervisor | Hour | |
| 5.6 | Lift Safety Officer | Hour | |

Year 3

| Item no. | Description | Unit | Rate |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| 1 | Routine Preventative Monthly Maintenance | | |
| 1.1 | Comprehensive Monthly Charge for 2x TNPA House passenger elevators Routine Preventative Maintenance (11 stops) | Month | |
| 1.2 | Comprehensive Monthly Charge for 2x Training centre passenger elevators Routine Preventative Maintenance (4 stops) | Month | |
| 2 | Once-of lift status inspection and report | | |
| 2.1 | A once-off comprehensive lift inspection carried out by an independent registered lift inspector accredited by the SANAS Accredited Inspection Body. | Each | |
| 2.2 | A comprehensive quality, safety and compliance report on the current condition of the lifts, submitted by the independent Lift inspector for each lift separately | Each | |
| 3 | Statutory 36-month inspection | | |
| 3.1 | A Statutory inspection and testing of the EQUIPMENT in accordance with SANS 50081, the lift shall after modifications have been affected and at intervals not exceeding 36 months, a registered person shall complete a comprehensive report separately for each lift. The SERVICE PROVIDER shall ensure that this inspection is conducted as part of this contract at the time that it is required. The Service Provider shall provide the mandatory 36-month inspection that has been completed by a registered person who shall complete the comprehensive report separately for each lift and submit a signed report within thirty (30) days to Transnet National Ports Authority. | Each | |

| Item no. | Description | Unit | Rate |
|----------|-------------------------------------------------------------------------------------------------------------------|------|------|
| 4 | Emergency maintenance and rescue | | |
| 4.1 | All-inclusive emergency call-out and rescue efforts withing 1 hour where any persons are trapped inside the lifts | Each | |
| 4.2 | Comprehensive emergency breakdown report | Each | |
| 5 | Labour – Normal Hours | | |
| 5.1 | Engineer | Hour | |
| 5.2 | Lift Inspector | Hour | |
| 5.3 | Lift Technician | Hour | |
| 5.4 | Technician assistant | Hour | |
| 5.5 | Supervisor | Hour | |
| 5.6 | Lift Safety Officer | Hour | |
| 6 | Labour – After Hours | | |
| 6.1 | Engineer | Hour | |
| 6.2 | Lift Inspector | Hour | |
| 6.3 | Lift Technician | Hour | |
| 6.4 | Technician assistant | Hour | |
| 6.5 | Supervisor | Hour | |
| 6.6 | Lift Safety Officer | Hour | |

PART C3: SERVICE INFORMATION

| Document reference | Title | No of pages |
|--------------------|-----------------------|-------------|
| C3.1 | This cover page | 1 |
| | Service Information | 20 |
| | Total number of pages | |



C3.1: SERVICE INFORMATION

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1 Description of the service and executive overview

1.1 Executive overview

The works that the Contractor is to perform involve the complete maintenance of two 11-stop passenger elevators at the Transnet National Ports Authority House, Port of Cape Town for a period of 3 years. To meet the applicable South African National Standards, OHS Act requirements, and Employer's specifications. The Works includes routine maintenance and services on a monthly basis as required by the OHS act, breakdown maintenance as well as emergency callouts.

1.2 Specifications of the *Equipment*

- 1.2.1 The details of the EQUIPMENT covered by this contract are two (2) 12-stop passenger elevators in the Transnet National Ports Authority administration building in the Port of Cape Town;
- 1.2.2 As well as two (2) 4-stop passenger elevator in the TNPA Training centre building in the Port of Cape Town.
- 1.2.3 Details of the TNPA House equipment are listed:
 - Type of Lift (Goods/Passenger): Passenger
 - Number of floors served: Ground plus 11 stops
 - Manufacturer: OTIS
 - Make of lift: GEN2
 - Number of lifts: Two (2)
 - Lift Speed: 1.75m/s
 - Control: Full collective
 - Lift Installation Numbers: OT 0318 and OT 0319
 - Vendors Identification numbers: 72BE1074 and 72BE1075
 - Machine Location: In Hoistway at top
 - Date of Installation: October 2018
- 1.2.4 Details of the TNPA training Centre equipment are listed:
 - Type of Lift (Goods/Passenger): Passenger
 - Number of floors served: 4 stops
 - Manufacturer: KOYO
 - Make of lift: TWJ1000
 - Number of lifts: Two (2)
 - Lift Speed: 1.0m/s
 - Control: Duplex
 - Machine Location: In Hoistway at top
 - Date of Installation: March 2020

1.3 Location of the Equipment

- 1.3.1 TNPA House Passenger elevator
 - Address of Equipment: NPA House, South Arm Road, Port of Cape Town
- 1.3.2 TNPA training Centre passenger elevator
 - Address of Equipment: TNPA Training Centre, Old Duncan road, Port of Cape Town

The Port of Cape Town is operational 24 hours a day 7 days a week throughout the year. The TNPA maintenance staff are available from 07:00 to 15:30 Monday to Friday and standby personnel will be available every day after hours as well as weekends.

2 Terms of Contract

- 2.1.1 The successful SERVICE PROVIDER undertaking the work will be responsible for the inspection, servicing and maintenance, for a period of thirty-six (36) months after acceptance for the TNPA House OTIS passenger elevator. The KOYO Passenger lift equipment in the training department shall commence after its OEM warranty period expires.
- 2.1.2 Transnet National Ports Authority reserves the right to withdraw the EQUIPMENT or the whole installation from service for any reason whatsoever, at its own discretion, during the contract period.
- 2.1.3 The SERVICE PROVIDER will be given thirty (30) days' notice of any change to the contract. After 30 days' notice, Transnet National Ports Authority will not be liable for any service or maintenance charges relating to the withdrawn EQUIPMENT or the whole installation.
- 2.1.4 An initial site inspections shall be carried out by the TENDERER to confirm conditions and specifications of the EQUIPMENT.
- 2.1.5 All and any equipment or parts that are removed will remain the property of Transnet National Ports Authority.
- 2.1.6 The SERVICE PROVIDER shall, where possible, permit the authorised representative of Transnet National Ports Authority to inspect the EQUIPMENT and the work being done by the SERVICE PROVIDER thereon at any time.
- 2.1.7 All work done during the contract, which has not specifically been excluded from the inspection, testing, servicing and maintenance charge (monthly charge), shall be considered to be included in the monthly charge and Transnet National Ports Authority shall not be liable for any extra payments whatsoever.
- 2.1.8 All work must be carried out by technically trained competent personnel with relevant expert knowledge. Such competent persons must have undergone industry recognised programme of training in lift maintenance and be familiar with the design of the EQUIPMENT.

3 Specification of the services to be provided

3.1 Scope of Works

- 3.1.1 The SERVICE PROVIDER shall be required to individually inspect, test, service and maintain the EQUIPMENT in a proper and safe operating condition. This includes, but is not necessarily limited to, cleaning, adjusting and lubricating the EQUIPMENT as required and repairing or replacing all electrical and mechanical parts as necessary due to wear and tear.
- 3.1.2 The service provider shall, upon being awarded the contract, immediately advise the regional director of his appointment in terms of clause 6(5) of the lift, escalator and passenger conveyor regulations.
- 3.1.3 The SERVICE PROVIDER shall carry out routine first line maintenance which includes items such as basic cleaning and care through good housekeeping.
- 3.1.4 The SERVICE PROVIDER shall carry out scheduled preventative maintenance which will include activities such as lubrication, checking and adjusting equipment. All of which shall be performed by a competent lift engineer.



- 3.1.5 The SERVICE PROVIDER shall be required to respond to BREAKDOWN MAINTENANCE of the EQUIPMENT. Where equipment suddenly fails to operate in way contradictory to normal operation shall be seen as a breakdown. The Service Provider shall attend to such breakdowns within no longer than 24hrs
- 3.1.6 The SERVICE PROVIDER shall carry out Corrective maintenance which will be repair work initiated by a breakdown which may or may not cause the lift to be stopped. It will also be a critical malfunction of any part of the lift that may causes the lift to be stopped or that may need to urgently be stopped. This corrective maintenance may also be initiated from recommendations or findings that derived from the Service providers' scheduled preventative maintenance.
- 3.1.7 The SERVICE PROVIDER shall be available and provide Emergency response for all lift stoppages, including if any passengers a suspected of being trapped in the lift. This response to emergency callouts shall be within 1hr at any time of the day and any day in the year.
- 3.1.8 The Statutory inspection and testing of the EQUIPMENT in accordance with SANS 50081, as the case may be, the lift shall after modifications have been affected and at intervals not exceeding 36 months, a registered person shall complete a comprehensive report separately for each lift. The SERVICE PROVIDER shall complete this inspection as part of this contract at the time that it is required. The Service Provider shall provide the mandatory 36-month Annexure-C inspection that has been completed by a registered person who shall complete the comprehensive report separately for each lift and submit a signed report within thirty (30) days to Transnet National Ports Authority.
- 3.1.9 The SERVICE PROVIDER shall be competent to carry out all work required in terms of this contract and shall be in possession of all maintenance and instruction manuals as well as other technical data required.

3.1 ONCE-OFF LIFT STATUS INSPECTION AND REPORT

- 3.1.1 The Service provider shall, as part of this contract at the beginning, acquire the services of an independent registered lift inspector accredited by the SANAS Accredited Inspection Body.
- 3.1.2 This registered lift inspector shall not be under the permanent employment of the Service provider
- 3.1.3 The Registered lift inspector shall perform a once-off comprehensive quality and compliance inspection on the current condition of the lifts and submit a comprehensive report for each lift individually
- 3.1.4 This comprehensive report shall include the condition of the equipment and recommendations in terms of quality, safety, efficiency and compliance.
- 3.1.5 This report shall not form part of or replace the 36-month statutory report.

3.2 ROUTINE PREVENTATIVE MAINTENANCE

- 3.2.1 The Service provider shall perform routine preventative maintenance on the EQUIPMENT as outlined hereunder.
- 3.2.2 The scheduled preventative maintenance which will include activities such as lubrication, checking and adjusting equipment shall be performed by a competent lift engineer
- 3.2.3 This ROUTINE MAINTENANCE shall make up and comprise of the Monthly Charge
- 3.2.4 The *Service Provider* shall submit as part of the bid a proposed maintenance schedule, in the form of a Gantt chart (Level 3), which will reflect the expected resources and time required in order to achieve the objectives mentioned in this Scope of Works.
- 3.2.5 The SERVICE PROVIDER shall check and report on any deterioration in components which may lead to future problems. A full service report shall be given on each lift individually

3.2.6 The work shall include, but not be limited to the items listed below under each heading. The tenderer rate shall include full compensation for all material, plant and labour required in order to perform such maintenance to the satisfaction of the Transnet National Ports Authority' representative.

3.2.7 All test reports and certificates shall be submitted to the Transnet representative.

3.2.8 This ROUTINE PREVENTATIVE MAINTENANCE plan shall be done in accordance with the below recommended manufacturers maintenance plans.

3.2.9 The below Routine maintenance applies to the OTIS elevator in TNPA House 13 stop passenger elevator. As well as the KOYO passenger elevator in the Training centre.

The work shall include, but not be limited to the items listed below under each heading. The tenderer rate shall include full compensation for all material, plant and labour required in order to perform such maintenance to the satisfaction of the Transnet National Ports Authority' representative.

| OTIS and KOYO Passenger Elevators maintenance Schedule | | |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| No | Scheduled preventative maintenance item Description | Maintenance Frequency |
| 1 | Routine First line checks <ul style="list-style-type: none"> • Check The lift runs and that the doors operate without unusual noise, vibration, noise or smell • Check Lift car lighting is operational • Check the alarm bell rings • Check Door reversal (protective system) works correctly • Check The lift car floor levels correctly and within tolerances • Check Any glass sections or panels are undamaged and secure • Check The car floor does not present a hazard, particularly to slipping or tripping • Check All indicators and controls function correctly • Check inspection-mode operation • Report | Monthly (12 occurrences per year) |
| 2 | Clean Car top, pit and machine <ul style="list-style-type: none"> • Clean top of car • Clean lift hoistway pit • Clean machine • Clean other work areas and general reasonable house cleaning • Check emergency battery backup | Monthly (12 occurrences per year) |



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| | | |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 3 | Landing Entrance <ul style="list-style-type: none"> • Clean Landing entrance equipment • Check top track hanger rollers • Check kicking rollers • Check aircords or chains for wear and tension • Check lock contacts for wear • Check lock rollers for wear and clearance • Check door closers and weights • Check bottom door guides • Check bottom tracks • Check leaves and pivots on manual doors • Check door operators | Every 2 months (6 occurrences per year) |
| 4 | Signals <ul style="list-style-type: none"> • Check indicators and replace lamps as necessary • Check hall lanterns and gongs • Check hospital emergency service switch | Every 3 months (4 occurrences per year) |
| 5 | Car Entrance and operator <ul style="list-style-type: none"> • Clean car entrance equipment • Check top track hanger rollers • Check kicking rollers • Check aircords and chains for wear and tension • Check bottom door guides • Check bottom tracks • Check leaves and pivot on manual doors • Check operator and control switches • Check flexibles cables to reversal devices • Check electrical interlock • Check retiring cam | Monthly (12 occurrences per year) |
| 6 | Controller <ul style="list-style-type: none"> • Clean controller and adjust • Check relay and switch connectors for tightness and flexibility • Check operation of overloads (annually) and tag with time and date of check • Check electrical connections • Check ventilation fan and filters | Every 6 months (2 occurrences per year) |

| | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| | <ul style="list-style-type: none"> • Check air gaps and switches • Check fuses are correctly rated | |
| 7 | Electrical machine <ul style="list-style-type: none"> • Air blast motor • Clean motor brush gear • Clean machine • Check motor clearances • Check electrical connections • Check motor bearings • Check oil level and top up as necessary • Check worm and wheel, bearings and gland packing • Check all sheaves for wear and rope slip • Check brake for correct adjustment • Check brake couplings, linings, fixing bolts and keys • Check brake pins and lubricate as necessary | Every 4 months (3 occurrences per year) |
| 8 | Car Frame Equipment <ul style="list-style-type: none"> • Check safety operated switch • Check emergency stop switch • Check broken tape switch • Check top of car control switch • Check stopping switch • Check levelling switch • Check car door zone switches • Check load weighing switches • Check car guide shoes • Check safety gear • Check car steady rollers • Check travelling flexes for wear • Check 2:1 rope sheave and lubricate as necessary • Check tape anchorages • Check isolation rubbers | Every 3 months (4 occurrences per year) |

| | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 9 | Ropes and top Sheaves <ul style="list-style-type: none"> • Check and examine ropes for wear, broken wires and unequal tension • Lubricate ropes when necessary • Check rope hitches • Check top wheel bearings and lubricate as necessary | Every 3 months (4 occurrences per year) |
| 10 | Counterweight <ul style="list-style-type: none"> • Clean the counterweight • Check guide shoes for wear • Check 2:1 sheave and lubricate when necessary • Check tape anchorage • Check safety gear • Check buffer on counterweight | Every 12 months (1 occurrences per year) |
| 11 | Pit Equipment <ul style="list-style-type: none"> • Clean governor tension frame • Check tape sheave • Check compensation rope sheave • Check buffers and top up oil as necessary • Check pit emergency stop watch • Check compensation sheave switch • Check governor tension frame switch • Check lower shaft limit switches • Check counterweight run-by • Check pit lighting • Check ram and seal • Check pit door interlock switch | Every 12 months (1 occurrences per year) |
| 12 | Lubricate guides <ul style="list-style-type: none"> • Lubricate guides as necessary • Check upper shaft switches | Every 3 months (4 occurrences per year) |
| 13 | Elevonic equipment <ul style="list-style-type: none"> • Check primary position transducer • Check primary velocity transducer • Check message scroller | Every 6 months (2 occurrences per year) |



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| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 14 | Hoistway <ul style="list-style-type: none"> • Clean guides and brackets • Check guide fixing for tightness • Check cams and vanes for tightness • Check shaft lighting | Every 12 months (1 occurrences per year) |
| 15 | Governor <ul style="list-style-type: none"> • Clean and lubricate as necessary • Check - switches, cams, rollers and sheave • Ensure governor cover is securely fastened down | Every 12 months (1 occurrences per year) |
| 16 | Annual safety test | Every 12 months (1 occurrences per year) |
| 17 | Rope Inspection | Every 6 months (2 occurrences per year) |
| 18 | Annual buffer test | Every 12 months (1 occurrences per year) |

3.3 CORRECTIVE MAINTENANCE

- 3.3.1 Corrective Maintenance of the EQUIPMENT is to be done in accordance with the manufacturers guidelines. The SERVICE PROVIDER shall inspect and check all equipment, materials, systems and installations for any pending breakdowns, maladjustments, misalignments or anomalies of equipment. The contractor shall report to the Transnet representative in order to take action to correct such deficiencies.
- 3.3.2 The SERVICE PROVIDER shall carry out Corrective maintenance which will be repair work initiated by a breakdown. These breakdowns may not necessarily cause the lift to be stopped. It may also be a critical malfunction of any part of the lift that may cause the lift to be stopped or that may need to urgently be stopped.
- 3.3.3 The Corrective action that is to be taken shall be informed by the Scheduled preventative maintenance, breakdowns, test report results, deterioration of equipment, indications of possible failures, corrective requisitions from the Transnet representative or any other deficiencies that have been detected or may have arisen.
- 3.3.4 The SERVICE PROVIDER shall ensure that there are necessary spares, equipment and tools for the Corrective maintenance.
- 3.3.5 Costs for Corrective maintenance shall not form part of the 'Monthly cost'
- 3.3.6 The following process shall be initiated to undertake CORRECTIVE MAINTENANCE activities:
- Following a call from Transnet National Ports Authority, the Service provider shall respond to the breakdown and ensure to place the lift in a state that is safe and will not cause harm to persons or damage to the equipment itself
 - Service provider shall place clear signage and barriers indicating that the lift is out of order
 - Service Provider will assess the situation and submit a report and recommendation on Corrective action to be taken
 - Accompanying this recommendation shall be a complete quotation from the Service provider for the corrective works
 - Transnet Representative will review and approve the quotation

- A separate purchase order, covered under this contract, will be submitted to the Service Provider to commence with the corrective action.
- The Service provider shall submit an invoice which will be processed by Transnet at the end of the calendar month.

3.4 BREAKDOWNS

- 3.4.1 BREAKDOWNS of the EQUIPMENT shall be done in accordance with the manufacturers recommendations. All breakdown problems experienced shall be acted upon within the time limitations allowed in the Terms and conditions of this contract. All breakdown maintenance shall be done in accordance with the related specifications, standards, regulations and codes.
- 3.4.2 Where the EQUIPMENT suddenly fails to operate effectively or operates in a manner contrary to normal operation, this shall be seen as a Breakdown
- 3.4.3 Where the BREAKDOWN does not pose any hazard to any person's health or safety, the Service Provider shall attended to Breakdowns within no longer than 24hrs. The Service Provider shall as far as possible make all efforts to get the EQUIPMENT into a safe working state.
- 3.4.4 The Service Provider shall as part of this contract price a Breakdown call-out fee for such Breakdown call-outs and maintenance. Further Corrective Action shall follow the procedure as mention above in 19.6
- 3.4.5 The SERVICE PROVIDER shall as far as reasonable ensure that there are necessary spares, equipment and tools for the expected breakdowns.
- 3.4.6 All breakdown shall be done in accordance with the related specifications, standards, regulations and codes.
- 3.4.7 The Service Provider shall compile a detailed report on the breakdown including recommendations for corrective action and submit it to the Client representative.

3.5 SERVICE AND MAINTENANCE – EMERGENCY MAINTENANCE AND RESCUE

- 3.5.1 EMERGENCY MAINTENANCE of the EQUIPMENT shall be done in accordance with the manufacturers recommendations. All emergency breakdown problems experienced shall be acted upon with utmost urgency
- 3.5.2 Where it is discovered that the lift has been stopped operating for any reason and persons are trapped in the lift, the Service provider shall make every effort to attend to the lift within a time not exceeding 1 hour. The service provider shall ensure that all efforts are made to speedily rescue trapped occupants from the lift.
- 3.5.3 It should be noted that such an incident of persons being trapped in the lift should not occur more than once (1) in a year. Transnet National Ports authority reserves the right to cancel the contract with the Service provider should the lift trap any person more than once within 12 months or if the service provider fails to respond to the emergency rescue within 1 hour.
- 3.5.4 There shall be clear notifications, instructions and contact details in each lift car which directly links to emergency services of the Service provider. The Service provider shall be able to respond to such emergency calls from any 'layman' which may make such an emergency call.
- 3.5.5 The Transnet National Ports authority building is a 24hr operating building, including public holidays. Therefore Transnet National Ports Authority shall be entitled to call the service provider out during and after normal working hours
- 3.5.6 An all-inclusive rate shall be submitted with this contract which shall cover all costs for an emergency call out and rescue efforts, no extra costs shall be entertained to respond, rescue and return the lift back into service.

- 3.5.7 Where the lift may have to be stopped or that may require statutory requirements to be put back into service, the Service provider shall ensure that all requirements are adhered to in terms of compliance and safety.
- 3.5.8 After emergency efforts have been successfully carried out and the lift has been put back into service. The service provider shall submit a complete and comprehensive report on the incident. The report shall, at the least, contain the following information:
- The reason for the breakdown
 - Comprehensive technical details of the breakdown
 - Steps or circumstances leading to the breakdown
 - Steps taken to rescue trapped persons from the lift
 - Steps taken to repair or resolve the incident
 - Further steps or recommendations to prevent a repeat of the occurrence
 - Assurance from the Service provider that such an incident will not occur ever again

3.6 SPARE PARTS AND COMPONENTS

- 3.6.1 The SERVICE PROVIDER shall stock sufficient spares to ensure a maximum delivery period of 48 hours.
- 3.6.2 Rates for the spares shall be included listed in the C2 Bill of Quantities, these rates shall be used for the duration of the terms of this contract and shall be used as and when required for replacement of such spares
- 3.6.3 The Workmanship shall be of the highest standard and only new materials of the best quality shall be used. Replacement parts shall be of reputable manufacture. Work areas shall be cleaned after work has been carried out.
- 3.6.4 The SERVICE PROVIDER shall be competent to carry out all work required in terms of this contract and shall be in possession of all maintenance and instruction manuals as well as other technical data required.
- 3.6.5 Special consideration shall be given to the storage and availability of safety related parts and spares. These shall include but not be limited to Buffers, door locks, overspeed governors, limit switches, limit guides, limit rollers, safety circuits, door detection systems, access detections, weight detection systems, heat sensors, protective systems etc. Such safety related equipment shall have a maximum delivery period of 24hrs.
- 3.6.6 Refurbished and overhauled equipment shall come with warranties
- 3.6.7 Service Provider is to indicate expected lead times on larger vital components that may require importing or manufacture, this shall be submitted in below schedule:

| No | Component Description | Sourced from | Expected time | Lead |
|----|----------------------------------|--------------|---------------|------|
| 1 | Power Supply (emergency battery) | | | |
| 2 | Machine | | | |
| 3 | Motor | | | |
| 4 | Controller | | | |
| 5 | Car door | | | |
| 6 | Landing door | | | |
| 7 | Door operator | | | |
| 8 | Door re-open device | | | |
| 9 | Interlock | | | |
| 10 | Governor | | | |

| | | | |
|----|---------------------|--|--|
| 12 | Hoistway ropes | | |
| 13 | Governor ropes | | |
| 14 | Car guide shoes | | |
| 15 | Counterweight | | |
| 16 | Landing buttons | | |
| 17 | Car operating panel | | |
| 18 | Breaking system | | |

3.7 STATUTORY 36-MONTH INSPECTION

- 3.7.1 A Statutory inspection and testing of the EQUIPMENT in accordance with SANS 50081, the lift shall after modifications have been affected and at intervals not exceeding 36 months, a registered person shall complete a comprehensive report separately for each lift. The SERVICE PROVIDER shall ensure that this inspection is conducted as part of this contract at the time that it is required. The Service Provider shall provide the mandatory 36-month Annexure-C inspection that has to be completed by a registered person who shall complete the comprehensive report separately for each lift and submit a signed report within thirty (30) days to Transnet National Ports Authority.

4 Constraints on how the *Service Provider* services the equipment

4.1 Control of work

- 4.1.1 The inspection, servicing, maintenance and testing of the EQUIPMENT shall be supervised by Transnet National Ports Authority's Technical Manager (Electrical & Mechanical) or his authorised deputy to establish payment.
- 4.1.2 The service provider shall give Transnet national ports authority at least one (1) days' notice of their intention to perform routine maintenance and shall not perform any work without prior arrangement.
- 4.1.3 The service provider shall permit the authorised representative of Transnet national ports Authority to inspect the equipment and the work being done by the service provider thereon at any time if requested.
- 4.1.4 The SERVICE PROVIDER shall take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet National Ports Authority, and all other persons from injury or damage during the progress of the work.
- 4.1.5 During the active duration of this contract, the SERVICE PROVIDER shall maintain access control to all equipment in the lift hoist way.
- 4.1.6 The Service Provider shall at the end of each year submit a performance report for the lift

4.2 Procedure for Service Provider to access the Equipment

- 4.2.1 The Service Provider shall comply with the following procedure for each visit:
- Arrange with Transnet Representative at least one day prior to visit.
 - Contact Transnet representative at day of visit
 - Check in at building security and comply to all access and safety requirements
 - Place clear signage and physical barrier on ground floor to indicate the lift has been stopped and work is being carried out on the lift
 - Also place such barrier on any floor where the landing doors require to be opened at the same time that work is being carried out on the lift.

- Every effort shall be made to always keep one lift operational while work is being carried out on the other lift. If this is not possible for certain operations then report such intentions to the Transnet representative prior to switching off both lifts.
- Complete and sign service report in lift hoistway
- Report to Transnet representative
- Check out of building security

4.3 Staff Requirements and Supervision

- 4.3.1 All work must be carried out by technically trained competent personnel with relevant expert knowledge. Such competent persons must have undergone industry recognised programme of training in lift maintenance and be familiar with the design of the EQUIPMENT.
- 4.3.2 The bidder shall provide a detailed overview of the staff compliment and their technical knowledge and experience with relevance to this scope of works. The information required shall contain:
- An organogram showing all on-site and off-site management and their lines of authority, reporting and communication.
 - Curriculum Vitae's of all staff including safety officers and quality assurance representatives.
 - Details of the location of offices from which the work will be managed
 - Details of staff experience with contract management relevant to this type of contract
 - Certificates of staff members relevant qualifications
 - Certificates of authorized persons indicating their competencies eg. ECSA registrations, LMI certifications etc.

4.4 Management meetings

- 4.4.1 Meetings of a general nature may be convened and chaired by TNPA as follows:

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|----------------------------------------|-----------------------------|----------------|---------------------------------------|
| Risk register and compensation events | Weekly on _____ at _____ | EL&P boardroom | |
| Overall contract progress and feedback | Monthly on _____ at _____ | EL&P Boardroom | <i>Service Provider, and</i> _____ |
| | | | |

- 4.4.2 All meetings shall be recorded using minutes and an attendance register prepared and circulated by the person who convened the meeting. The minutes shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

4.1 Documentation control

- 4.1.1 The service provider shall provide and maintain maintenance files for each installation for the duration of the contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records and monthly reports shall be filed, together with information regarding repairs exceeding the contractor's liability.

- 4.1.2 The service provider shall provide a comprehensive and practical schedule which is to be approved by the Transnet national ports authority. The plan shall assist in ensuring that preventative, corrective and breakdown maintenance are performed as described in the maintenance manuals and specifications. Records of each of these shall be maintained.
- 4.1.3 The bidder to submit a record of previously completed services of a similar nature.
- 4.1.4 The bidder shall provide a detailed overview of the staff compliment and their technical knowledge and experience with relevance to this scope of works. The information required shall contain:
- An organogram showing all on-site and off-site management and their lines of authority, reporting and communication.
 - Curriculum Vitae's of all staff including safety officers and quality assurance representatives.
 - Details of the location of offices from which the work will be managed
 - Details of staff experience with contract management relevant to this type of contract
 - Certificates of staff members relevant qualifications
 - Certificates of authorized persons indicating their competencies eg. ECSA registrations, LMI certifications etc.

5 Health and safety risk management

5.1 Health and Safety Standard

- 5.1.1 The Contractor shall comply with the requirements of the Health and Safety Guideline HAS-GL-0001 and OHS Act 85, of 1995 and its applicable regulations as well as any health and safety applicable laws.
- 5.1.2 The awarded service provider shall complete a project specific Health and Safety file based on Transnet Health and Safety specification requirements. It shall be issued to the Employer for review and approval prior to work starting on site and only once approved will access to site be allowed.
- 5.1.3 All persons including sub-contractors working on the site are required to undergo an induction that will state the detailed requirements for entering the Port of Cape Town and working on the site. This will include the use of PPE and other requirements that may be imposed. The date and time for the required inductions will be communicated by the Employer prior to site access.
- 5.1.4 The service provider shall take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet national ports authority, and all other persons from injury or damage during the progress of the work.

5.2 Contractors Health and safety file

- 5.2.1 The Employer has a strict Health and Safety policy. At tender stage the tenderer shall submit a health and safety plan which shall contain at least:
- Valid letter of good standing with insurance body.
 - Roles and responsibilities of legal appointees.
 - Safety Officer role and responsibility.
 - Safety, Health & Environmental Policies.
 - Overview of Tenderer's SHE system.
 - Overview of RA process and examples.
 - List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
 - Six months synopsis of SHE incidents, description, type and action taken.
 - Overview of selection process of subcontractors.
 - SHE challenges envisaged for the project and how they will be addressed and overcome.
 - Procedures concerning Hazard Identification and Risk Assessment (HIRA)



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: PCT-Q-06-2021-2022

DESCRIPTION OF THE WORKS: MAINTENANCE AND REPAIRS OF LIFTS AT THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

- Emergency Preparedness and Response procedures
- Sub-contractor Alignment procedures
- Construction Safety Work Method Statement
- Details concerning the management of Personal protective equipment (PPE)

5.3 Compliance with statutes and safety requirements

- 5.3.1 The SERVICE PROVIDER shall comply with all applicable legislation and Transnet National Ports Authority safety rules, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the Contract.
- 5.3.2 The SERVICE PROVIDER shall, in particular, comply with the following Acts:
- (i) The Compensation for Occupational Injuries and Diseases Act, No 130 of 1993. The SERVICE PROVIDER shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - (ii) The SERVICE PROVIDER is, in terms of section 37(2) of the Occupational Health and Safety Act, No 85 of 1993, deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed, or machinery and plant used, in accordance with the provisions of the said Act in respect of call persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2), Act No 85 of 1993, the agreements in this contract and all documents attached or referred to form an integral part of the arrangements and procedures mentioned in the aforementioned section.
 - (iii) Minerals act and regulations: chapters 16 & 17
 - (iv) SANS 10142-1 Wiring Code
 - (v) South African Standard SANS 50081-1:2004 Safety for the construction and installation of electric lifts
 - (vi) South African Standard SANS10360-2: 2006 Testing and Inspection of electric and hydraulic lifts
- 5.3.3 The SERVICE PROVIDER shall report all accidents in writing to the authorised representative of Transnet National Ports Authority. Any accident resulting in the death of or injury to any person on the works shall be reported within 12 hours of its occurrence and any other accident shall be reported within 48 hours of its occurrence.

5.4 Quality assurance requirements

- 5.4.1 Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work and activities that will be covered under the services at the time of tender as part of the bid. The Quality Management plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.
- 5.4.2 The submission shall contain but not be limited to:
- Project Quality Plan for the contract.
 - The Contractor's Quality Policy.
 - Index of procedures to be used during the contract.
 - Audit Schedule for internal and external audits.
 - Typical Quality Manual.
 - QCP inspection report example
 - Typical Quality Control Plan.
 - Typical data book index.

- 5.4.3 The inspection, servicing, maintenance and testing of the equipment shall be authorised and supervised by Transnet national ports authority's technical manager (electrical & mechanical) or his authorised deputy to establish payment.

5.5 Invoicing and payment

- 5.5.1 The amount to be paid by Transnet national ports authority to the service provider for the due and faithful performance of the inspection, servicing, maintenance and testing of the equipment and which will become payable at the end of each month, will be a sum to be ascertained from the quantities of work carried out at the rates shown in the attached schedule of prices and provisional quantities.
- 5.5.2 An all-inclusive inspection, servicing, maintenance and testing charge (herein referred to as the "monthly charge"), shall be paid monthly for repairs and maintenance. It shall include the charges for inspection and testing by a competent person.
- 5.5.3 The *Service provider* shall address the tax invoice to *TNPA* and include on each invoice the following information:
- Name and address of the Service provider;
 - The contract number and title;
 - Service provider's VAT registration number;
 - The Customer's VAT registration number.
 - Description of the services provided for each item invoiced based on the Price Schedule;
 - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
 - (add other as required)
- 5.5.4 Invoices may be submitted electronically or by hand. The invoices will only be processed once the service record book for the respective month has been signed by a duly authorized representative of TNPA.

5.6 Exclusions

- 5.6.1 All work done during the contract, which has not specifically been excluded from the inspection, testing, servicing and maintenance charge (monthly charge), shall be considered to be included in the monthly charge and Transnet National Ports Authority shall not be liable for any extra payments whatsoever
- 5.6.2 This contract does not include repairs to or replacements of the electric mains cable leading to the mains and sub distribution boards.
- 5.6.3 The SERVICE PROVIDER shall not be held liable for any loss, damage or delay due to any cause beyond his reasonable control, including although not limited to, acts of Government, strikes, lockouts, theft, fire, flood, explosion, riot, civil commotion, war, wilful or malicious mischief or Act of God.

6 Service Provider liability

- 6.1.1 The *Service Provider* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Service Provider's* employees, which loss will include any indirect or consequential damages;
- 6.1.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Service Provider's* employees shall take place on Transnet premises, whether owned or rented by Transnet.



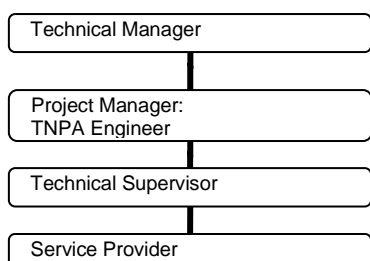
- 6.1.3 The *Service Provider* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 6.1.4 The *Service Provider* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 6.1.5 The *Service Provider* is required to develop a Contingency Strike Handling Plan, which plan the *Service Provider* is obliged to update on a quarterly basis. The *Service Provider* must provide Transnet with this plan and all updates to the plan. The *Service Provider* is responsible to communicate with its employees on site details of the plan.

6.2 Industrial action by Service Provider's employees

- 6.2.1 In the event of any industrial action by the *Service Provider's* employees, the *Service Provider* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 6.2.2 The *Service Provider* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Service Provider's* employees.
- 6.2.3 In the event of any industrial action by the *Service Provider's* employees, the *Service Provider* is obliged:
- 6.2.4 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report.
- If the industrial action persists the Service Provider is required to deliver the report at 8h30 each day.
 - The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
- 6.2.5 The final Industrial Action Report is to be delivered 24 hours after finalization of the industrial action.
- 6.2.6 The management of the *Service Provider* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 6.2.7 The resolution of any disputes or industrial action by the *Service Provider's* employees is the sole responsibility of the Contractor.
- 6.2.8 Access to Transnet premises by the *Service Provider* and its employees is only provided for purposes of the *Service Provider* delivering its services to Transnet. Should the *Service Provider* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

7 Roles and Responsibilities

7.1.1 Project Organisational structure



TNPA reserves the right to adjust the project organizational structure, if required.

7.2 RACI

RACI

- Accountability (A) : The individual who is ultimately responsible. Includes "yes" or "no" authority.
- Responsibility (R) : The individual(s) who actually completes the task, the doer. This person is responsible for action/implementation. The individual with the "A" determines the degree of responsibility.
- Consult (C) : The individual(s) to be consulted prior to a final decision or action. This incorporates two-way communication.
- Inform (I) : The individual(s) who needs to be informed on a decision or action to be taken. This incorporates one-way communication.

Legend:

- Art : Artisan
- PM : Project Manager
- SP : Service Provider
- TM : Technical Manager
- TS : Technical Supervisor

RACI Table

| Item | Description | PM | TM | ART | TS | SP |
|------|--------------------------------------------------------------------|----|----|-----|-----|-----|
| 1. | Inspection of lift and lift shaft | C | I | I | I | A&R |
| 2. | Accessing Lift shaft | I | I | I | I | A&R |
| 3. | Maintaining and servicing equipment | I | I | I | I | A&R |
| 4. | Emergency repairs and call out operational & non-operational hours | C | C | I | C&I | A&R |
| 5. | Test and ensure Lift operation | I | I | I | I | R |
| 6. | Maintaining, storage and provision of equipment spares | I | I | I | I | A&R |
| 7. | Monthly progress meetings | R | C | I | I | R |
| 8. | Maintenance records and job cards | R | C | I | A | R |

8 Termination of Services

- 8.1.1 Transnet National Ports Authority reserves the right to cancel this contract should the SERVICE PROVIDER be regarded as having committed a breach of contract by failing to comply with any of the provisions of this contract and not taking the necessary steps to correct any matter within its specified time.
- 8.1.2 Transnet National Ports authority reserves the right to cancel the contract with the Service provider should the lift trap any person more than once (1) within 12 months or if the service provider fails to respond to the emergency rescue of a trapped person within 1 hour.
- 8.1.3 Should Transnet National Ports Authority decide, during the term of this contract, to refurbish, upgrade or replace the existing equipment, Transnet National Ports Authority reserves the right to invite tenders to carry out such work and also to cancel this contract in full without prejudice to Transnet National Ports Authority.