

## **Transnet Port Terminals**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY**

<b>RFP NUMBER</b>	<b>: TPT/2022/11/0020/16659/RFP</b>
<b>ISSUE DATE</b>	<b>: 24 January 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 31 January 2024</b>
<b>CLOSING DATE</b>	<b>: 22<sup>nd</sup> February 2024</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	A Compulsory Tender Clarification Meeting will be conducted via Microsoft Teams <b>on Wednesday the 31<sup>st</sup> of January 2024, at 11:00am [11 O'clock]</b> for a period of ± 2 (two) hours. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of individuals arriving late. Should the Tenderer wish to participate in the compulsory briefing session, the Tenderer must send request via email to <a href="mailto:wiseman.xaba2@transnet.net">wiseman.xaba2@transnet.net</a> before close of business on <b>Monday, 29th January 2024.</b>
<b>CLOSING DATE</b>	<b>12:00pm on the (22<sup>nd</sup> February 2024)</b> The Tenderer must ensure that the tender documents are uploaded timeously onto the system.

#### 2. TENDER SUBMISSION

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

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

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Log on to the Transnet eTenders management platform website

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

#### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

**6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

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

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

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

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## T1.2 TENDER DATA

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

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

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

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

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

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Part C3: Scope of work C3.1 Works Information

Part C4: Site information C4.1 Site information

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Wiseman Xaba
	Address:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban 4001
	Tel No.	0818647514
	E – mail	wiseman.xaba2@transnet.net

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

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

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

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

**2. Stage Two - Test for Administrative Responsiveness:**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>T.1.1 Section1 / E-tender Management System</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Part T2</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

***The test for administrative responsiveness [Stage two] must be passed for a Respondent's Proposal to progress to Stage Three for further Evaluations.***

### 3. Stage Three - Test for Substantive Responsiveness to RFP:

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule</li> </ul>	Part. C2.2 / C1.1
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Entity's financial stability</li> </ul>	<i>T2.2-23 Three (3) years audited financial statements</i>

***The test for substantive responsiveness [Stage Three] must be passed for a Respondent's proposal to progress to Stage Four for further evaluation***

### 4. Stage Four - Functionality: (if applicable)

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70% points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 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 RFP document to the briefing session and have their returnable document T2.2-01 Certificate of Attendance CPM 2020 Rev 01** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TPT/2022/11/0020/16659/RFP
- The Tender Description: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

Documents must be marked for the attention of:

***Employer's Agent: Wiseman Xaba***

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- C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
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- C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **22<sup>nd</sup> February 2024** (Date)  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
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- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
  3. Proof of registration on the Central Supplier Database;
  4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted
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JV.

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

C.3.11 The minimum number of evaluation points for functionality is: **70**

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

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

**Functionality Criteria**

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

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

Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting (%)
-		<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight} (\%)$			
<b>Eligibility</b>	<b><u>Manlift No.1 - Telescopic Boom</u></b>				
	Working Height (metres) atleast 28 m	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02	Yes/No	
	Platform height (metres) atleast 26 m	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02	Yes/No	
	Platform unrestricted capacity (Kilograms) atleast 200 kg	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02	Yes/No	
	Auxiliary power: 12V DC	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02	Yes/No	
	<b><u>Manlift No.2 - Telescopic Handler</u></b>				
	Maximum lifting capacity (kilograms) of atleast 5000 kg	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02	Yes/No	
	Maximum lifting height (metres) atleast 28m	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02	Yes/No	
	Diesel powered: 4 cylinders turbo-charged	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02	Yes/No	
	Traveling Speed (kilometres per hour) atleast 35 km/h	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02	Yes/No	

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Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting (%)
Operational & Technical	Compliance to Employer's Technical Specification TPT_TS_BWP Rev3	122 compliant clauses = 100	T2.2-03	Compliance to Employer's Technical Specification	15
		< 122 but > or = 98 compliant clauses = 80			
		< 98 but > or = 73 compliant clauses = 60			
		< 73 but > or = 49 compliant clauses = 40			
		< 49 but > or = 24 compliant clause = 20			
		< 24 compliant clause = 0			
	Compliance to Employer's Technical Specification TPT_TS_TH Rev0	< 148 compliant clauses = 100	T2.2-03	Compliance to Employer's Technical Specification	15
		< 148 but > or = 118 compliant clauses = 80			
		< 118 but > or = 89 compliant clauses = 60			
		< 89 but > or = 59 compliant clauses = 40			
		< 59 but > or = 30 compliant clause = 20			
		< 30 compliant clause = 0			
	Guarantees on Structures of the manlift cranes	For a guarantee on the structures > or = to 5 years = 100	T2.2-04	Guarantee Offered	10
		For a guarantee on the structures > or = to 4 years but < 5 years = 80			
		For a guarantee on the structures > or = to 3 years but < 2 years = 60			
		For a guarantee on the structures > or = to 2 years but < 3 years = 40			
		For a guarantee on the structures > or = to 1 years but < 2 years = 20			
		For a guarantee on the structures < 1 years = 0			
	Guarantee on components of the manlift cranes (such as hydraulic, mechanical, electrical, pneumatics, controls, instrumentation, electronic and other components)	Guarantee on all Components of the Manlift Cranes > or = 12 months = 100	T2.2-04	Guarantee Offered	10
		Guarantee on any Components of Manlift Cranes < 12 months = 0			
	Corrosion Protection compliant with EEAM-Q-008: Corrosion Protection Guarantee of the manlift cranes	Corrosion Protection Guarantee > or = 5 years = 100	T2.2-04	Guarantee on Paint	10
Corrosion Protection Guarantee > or = 4 years but < 5 years = 80					
Corrosion Protection Guarantee > or = 3 years but < 4 years = 60					
Corrosion Protection Guarantee > or = 2 years but < 3 years = 40					
Corrosion Protection Guarantee > or = 2 years but < 1 years = 20					
Corrosion Protection Guarantee < 1 years = 0					
<b>Sub-total</b>				<b>60</b>	

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Track Record	<p><u>Telescopic boom working platform:</u> Provide contactable references stating the number of manlift cranes with unrestricted capacity of at least 200 kg with a platform height of at least 28 m, acquired by the bidder or their OEM over the last 5 years, either delivered to customers or for use as hire machines.</p>	<p>&gt; or = 15 units = 100 &gt; or = 12 but &lt; 15 units = 80 &gt; or = 9 but &lt; 12 units = 60 &gt; or = 6 but &lt; 9 units = 40 &gt; or 3 but &lt; 6 units = 20 &lt; 3 units = 0</p>	T2.2-05	No. of units supplied & references	10
	<p><u>Telescopic handler:</u> Provide contactable references stating the number of manlift cranes with unrestricted capacity of at least 5000kg with a lifting height of at least 28 m, acquired by the bidder or their OEM over the last 5 years, either delivered to customers or for use as hire machines.</p>	<p>&gt; or = 15 units = 100 &gt; or = 12 but &lt; 15 units = 80 &gt; or = 9 but &lt; 12 units = 60 &gt; or = 6 but &lt; 9 units = 40 &gt; or 3 but &lt; 6 units = 20 &lt; 3 units = 0</p>	T2.2-05	No. of units supplied & references	10
	<b>Sub-total</b>				<b>20</b>
Lead time	<p>Lead time from contract award to commissioning &amp; handover (end of endurance testing) of Telescopic boom working platform (manlift) crane.</p>	<p>&lt; or = 6 months = 100 &gt; 6 months &amp; &lt; or = 7 months = 80 &gt; 7 months &amp; &lt; or = 8 months = 60 &gt; 8 months &amp; &lt; or = 9 months = 40 &gt; 9 months &amp; &lt; or = 10months = 20 &gt; 10months = 0</p>	T2.2-06	Lead Time in months	10
	<p>Lead time from contract award to commissioning &amp; handover (end of endurance testing) Telescopic handler (manlift) crane.</p>	<p>&lt; or = 6 months = 100 &gt; 6 months &amp; &lt; or = 7 months = 80 &gt; 7 months &amp; &lt; or = 8 months = 60 &gt; 8 months &amp; &lt; or = 9 months = 40 &gt; 9 months &amp; &lt; or = 10months = 20 &gt; 10months = 0</p>	T2.2-06	Lead Time in months	10
	<b>Sub total</b>				<b>20</b>
	<b>TOTAL RATING</b>				<b>100</b>
	<b>Technical Qualification Threshold = 70%.</b>				

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

- T2.2-02 Compliance to Eligibility
- T2.2-03 Compliance to Employer Technical Specification
- T2.2-04 Guarantees and Warrantees
- T2.2-05 Track Record
- T2.2-06 Delivery Lead Time

Each evaluation criteria will be assessed in terms of scores of 0, 20, 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.**

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C.3.12 Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
51% Black Owned Entities	10

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Cert case of JV, a consolidate scorecard will be accepted DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Cert case of JV, a consolidate scorecard will be accepted DTIC guidelines

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION (LEVEL 1 &2)  BLACK OWNED ENTITIES (51% BO)	20
Total points for Price and Specific Goals must not exceed	100

**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,

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

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- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

### 2.1.2 Stage Three: these schedules will be utilised for evaluation purposes:

- T2.2-02 **Evaluation Schedule:** Compliance to Eligibility
- T2.2-03 **Evaluation Schedule:** Compliance to Employer Technical Specification
- T2.2-04 **Evaluation Schedule:** Guarantees and Warrantees
- T2.2-05 **Evaluation Schedule:** Track Record
- T2.2-06 **Evaluation Schedule:** Delivery Lead Time

### 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 Availability of equipment and other resources
- T2.2-12 Site Establishment requirements
- T2.2-12a Recommended Maintenance Spares
- T2.2-12b Critical Spares

#### Agreement and Commitment by Tenderer:

- T2.2-13 Non-Disclosure Agreement
- T2.2-14 Agreement in terms of Protection of Personal Information Act (POPIA)
- T2.2-15 RFP Declaration Form
- T2.2-16 RFP – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct
- T2.2-20 Supplier Declaration of Interest
- T2.2-20a SBD1 Form

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-21 Insurance provided by the Contractor
- T2.2-22 Form of Intent to provide a Performance Guarantee
- T2.2-23 Three (3) years audited financial statements

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

### **2.3 C1.2 Contract Data**

### **2.4 C2.1 Pricing Instructions (Activity Schedule)**

### **2.5 C2.2 Activity Schedule**

## T2.2-01: 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:		
On (date)		Starting time:

#### 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

TRANSNET PORT TERMINALS

TENDER NUMBER TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFTS CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic Boom Working Platform (Manlift) Cranes</b>	<b>Compliance to Eligibility Criteria</b>	<b>Tender Schedule: T2.2-02</b>
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for:

- Manlift Crane No.1 - Telescopic Boom Working Platform

<b>Parameters</b>	<b>Comply (Yes / No)</b>
Working Height (metres) atleast 28 m	
Platform height (metres) atleast 26 m	
Platform unrestricted capacity (Kilograms) atleast 200 kg	
Auxiliary power: 12V DC	

Evidence required for the above, is the Supplier's Telescopic Boom Working Platform specification, based on the previous completed projects of the similar nature.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFTS CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic Handler (Manlift) Crane</b>	<b>Compliance to Eligibility Criteria</b>	<b>Tender Schedule: T2.2-02</b>
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for:

- Manlift Crane No.2 - Telescopic Handler

<b>Parameters</b>	<b>Comply (Yes / No)</b>
Maximum lifting capacity (kilograms) of atleast 5000 kg	
Maximum lifting height (metres) atleast 28 m	
Diesel powered: 4 cylinders turbo-charged	
Traveling Speed (kilometres per hour) atleast 35 km/h	

Evidence required for the above is the Supplier's Telescopic Handler specification, based on the previous completed projects of the similar nature.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

Telescopic boom work platform (manlift) crane	<b>Compliance to Employer's Technical Specification</b>	<b>Tender Schedule:</b> T2.2-03
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**Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification TPT\_TS\_BWP Rev 3 Elements of this document not completed will be deemed as non-compliance to that particular clause. The Tenderer's sign-off at the bottom is deemed as confirmation that this document has been read in conjunction with the Technical Specification.**

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
<b>1. Scope</b>		
1		
<b>2. Operational Requirements</b>		
<b>2.1 Equipment Functionality and Design</b>		
2.1.1		
2.1.2		
2.1.3		
2.1.4		
2.1.5		
2.1.6		
<b>2.2 Site Specific Requirements</b>		
2.2.1		
2.2.2		
2.2.3		
2.2.4		
<b>2.3 Ergonomics</b>		
2.3.1.		
2.3.2		
<b>3. Technical Requirements</b>		
<b>3.1 Chassis</b>		
3.1.1		
3.1.2		
<b>3.2 Diesel Engine</b>		
3.2.1		
3.2.2		
3.2.3		
3.2.4		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

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3.2.5		
3.2.6		
3.2.7		
3.2.8		
3.2.9		
3.2.10		
3.2.11		
3.2.12		
3.2.13		
3.2.14		
3.2.15		
<b>3.3 Transmission/Propulsion</b>		
3.3.1		
3.3.2		
3.3.3		
3.3.4		
3.3.5		
<b>3.4 Axles</b>		
3.4.1		
3.4.2		
<b>3.5 Road Wheels</b>		
3.5.1		
3.5.2		
3.5.3		
3.5.4		
<b>3.6 Turret and Boom</b>		
3.6.1		
3.6.2		
3.6.3		
<b>3.7 Hydraulic system</b>		
3.7.1		
3.7.2		
3.7.3		
3.7.4		
3.7.5		
3.7.6		
3.7.7		
<b>3.8 Fuel Tank</b>		
3.8.1		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

3.8.2		
3.8.3		
3.8.4		
3.8.5		
3.8.6		
<b>3.9 Brakes</b>		
3.9.1		
<b>3.10 Platforms</b>		
3.10.1		
3.10.2		
3.10.3		
3.10.4		
3.10.5		
3.10.6		
3.10.7		
3.10.8		
3.10.9		
3.10.10		
<b>3.11 Electrical</b>		
3.11.1		
3.11.2		
3.11.3		
3.11.4		
3.11.5		
3.11.6		
3.11.7		
3.11.8		
3.11.9		
3.11.10		
3.11.11		
3.11.12		
3.11.13		
3.11.14		
<b>3.12 Instrumentation</b>		
3.12.1		
<b>3.13 Paintings</b>		
3.13.1		
3.13.2		
3.13.3		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

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3.13.4		
3.13.5		
3.13.6		
3.13.7		
3.13.8		
3.13.9		
<b>3.14 Signature and Marking</b>		
3.14.1		
3.14.2		
3.14.3		
3.14.4		
3.14.5		
3.14.6		
3.14.7		
<b>4. Safety and Environment</b>		
<b>4.1 Safety Requirements</b>		
4.1.1		
4.1.2		
4.1.3		
4.1.4		
4.1.5		
4.1.6		
4.1.7		
4.1.8		
4.1.9		
4.1.10		
<b>4.2 Environmental Requirements</b>		
4.2.1		
<b>5. Maintenance</b>		
<b>5.1 Lubrication</b>		
5.1.1		
5.1.2		
5.1.3		
<b>5.2 Accessibility</b>		
5.2.1		
<b>6. General</b>		
6.1		
6.2		
6.3		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

6.4		
6.5		
6.6		
6.7		
6.8		
<b>7. Referenced Specifications</b>		
7.1 Standard Specifications		
7.2 Employer Specifications		

The Scoring principle for the Compliance to Employer's Technical Specification will be as follows

<b>Weight 15% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Compliance to Employer's Technical Specification</b>
100	122 compliant clauses
80	< 122 but > or = 98 compliant clauses
60	< 98 but > or = 73 compliant clauses
40	< 73 but > or = 49 compliant clauses
20	< 49 but > or = 24 compliant clause
0	< 24 compliant clause

Signed \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

<b>Telescopic handler (manlift) crane</b>	<b>Compliance to Employer's Technical Specification</b>	<b>Tender Schedule: T2.2-03</b>
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**Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification TPT\_TS\_TH Rev 0 Elements of this document not completed will be deemed as non-compliance to that particular clause. The Tenderer's sign-off at the bottom is deemed as confirmation that this document has been read in conjunction with the Technical Specification.**

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
<b>1. Scope</b>		
1		
<b>2. Operational Requirements</b>		
<b>2.1 Equipment Functionality</b>		
2.1.1		
2.1.2		
2.1.3		
2.1.4		
2.1.5		
2.1.6		
2.1.7		
2.1.8		
2.1.9		
a)		
b)		
c)		
2.1.10		
a)		
b)		
c)		
d)		
e)		
2.1.11		
2.1.12		
2.1.13		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

<b>2.2 Terminal Specific Requirements</b>		
2.2.1		
2.2.2		
2.2.3		
2.2.4		
<b>2.3 Ergonomics</b>		
<b>2.3.1 Operator's Cab</b>		
2.3.1.1		
2.3.1.2		
2.3.1.3		
2.3.1.4		
2.3.1.5		
2.3.1.6		
2.3.1.7		
2.3.1.8		
2.3.1.9		
2.3.1.10		
2.3.1.11		
2.3.1.12		
2.3.1.13		
2.3.1.14		
2.3.1.15		
2.3.1.16		
2.3.1.17		
2.3.1.18		
2.3.1.19		
2.3.1.20		
<b>3. Technical Requirements</b>		
<b>3.1 Chassis</b>		
3.1.1		
3.1.2		
<b>3.2 Engine/Power Plant</b>		
3.2.1		
3.2.2		
3.2.3		
3.2.4		
3.2.5		
3.2.6		
3.2.7		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

3.2.8		
3.2.9		
3.2.10		
3.2.11		
3.2.12		
3.2.13		
3.2.14		
3.2.15		
3.2.16		
<b>3.3 Transmission</b>		
3.3.1		
3.3.2		
3.3.3		
<b>3.4 Axles</b>		
3.4.1		
3.4.2		
<b>3.5 Road Wheels</b>		
3.5.1		
3.5.2		
3.5.3		
3.5.4		
<b>3.6 Turret and Boom</b>		
3.6.1		
3.6.2		
3.6.3		
<b>3.7 Hydraulic system</b>		
3.7.1		
3.7.2		
3.7.3		
3.7.4		
3.7.5		
3.7.6		
3.7.7		
<b>3.8 Fuel Tank</b>		
3.8.1		
3.8.2		
3.8.3		
3.8.4		
3.8.5		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

3.8.6		
<b>3.9 Brakes</b>		
3.9.1		
<b>3.10 Working Platforms</b>		
3.10.1		
3.10.2		
3.10.3		
3.10.4		
3.10.5		
<b>4. Electrical</b>		
4.1		
4.2		
4.3		
4.4		
4.5		
4.6		
4.7		
4.8		
4.9		
4.10		
4.11		
<b>5. Instrumentation</b>		
5.1		
5.2		
5.3		
5.4		
5.5		
<b>6. Corrosion Protection</b>		
6.1.1		
6.1.2		
6.1.3		
6.1.4		
6.1.5		
6.1.6		
6.1.7		
6.1.8		
<b>6.2 Signature and Marking</b>		
6.2.1		
6.2.2		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

6.2.3		
6.2.4		
6.2.5		
6.2.6		
6.2.7		
<b>7. Safety and Environment</b>		
<b>7.1 Safety Requirements</b>		
7.1.1		
7.1.2		
7.1.3		
7.1.4		
7.1.5		
7.1.6		
7.1.7		
7.1.8		
7.1.9		
<b>7.2 Environmental Requirements</b>		
7.2.1		
<b>8. Maintenance</b>		
<b>8.1 Lubrication</b>		
8.1.1		
8.1.2		
<b>8.2 Accessibility</b>		
8.2.1		
<b>9. General</b>		
9.1		
9.2		
9.3		
9.4		
9.5		
9.6		
<b>10. Referenced Specifications</b>		
10.1 Standard Specifications		
10.2 Employer Specifications		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: SUPPLY AND DELIVERY OF TWO (2) MAN LIFT CRANE FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORT OF CAPE TOWN, CONTAINER TERMINAL, AS A ONCE OFF SUPPLY."

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The Scoring principle for the Compliance to Employer's Technical Specification will be as follows

<b>Weight 15% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Compliance to Employer's Technical Specification</b>
100	148 compliant clauses
80	< 148 but > or = 118 compliant clauses
60	< 118 but > or = 89 compliant clauses
40	< 89 but > or = 59 compliant clauses
20	< 59 but > or = 30 compliant clauses
0	< 30 compliant clauses

Signed \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS  
TENDER NUMBER TPT202303001224165RFP  
DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF TWO (2) MANLIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR CAPE TOWN, AS A ONCE OFF SUPPLY

<p><b>Two (2) x Manlift Cranes</b></p> <p>(Telescopic Boom Working Platform and Telescopic Handler)</p>	<p><b>Guarantees and Warranties</b></p>	<p><b>Tender Schedule:</b></p> <p><b>T2.2-04</b></p>
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The extent of guarantees and warranties in excess of **5 years or 60 months** on the structure and in excess of the standard **1 year or 12 months** that can be offered by the Tenderer on such as hydraulic, mechanical, electrical, pneumatics, controls, instrumentation, electronic and other components. Plant will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer's specification EEAM-Q-008 is critical.

The Tenderer is required to indicate on the schedule what warrantee period is offered for each of the items listed, and as much detail as possible on the extent of the guarantee.

The Tenderer must also clearly indicate what technical support would be available from them after Completion of the Works. The Tenderer must also state the lead time (after request from Employer) for technical support that may be required on site during the first year of operations of the cranes.

The Tenderer is encouraged to offer any other value adding element related to guarantees, warranties, and technical back-up, like preferential customer status that the Employer will be afforded, preferential pricing and/or delivery that would be applied for purchasing of spares by the Employer, etc.

Item	Guarantees and Warranties (months)	Description of Guarantee
Corrosion Protection of both Manlift Cranes (compliance to EEAM-Q-008)		
Guarantee on all components of the manlift cranes (such as hydraulic, mechanical, electrical, pneumatics, controls and other components)		
Guarantees on Structure of the manlift cranes		

Other Value Adding Services / Support Offered

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

Lead-time for on-site Technical Support: \_\_\_\_\_ hours

The scoring principle of guarantees and warranties on the structure will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>  $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
Score	Number of years guarantees and warranties of the Structure
100	For a guarantee on the structures > or = to 5 years
80	For a guarantee on the structures > or = to 4 years but less than 5 years
60	For a guarantee on the structures > or = to 3 years but less than 4 years
40	For a guarantee on the structures > or = to 2 years but less than 3 years
20	For a guarantee on the structures > or = to 1 years but less than 2 years
0	For a guarantee on the structures < 1 years = 0

TRANSNET PORT TERMINALS

TENDER NUMBER TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF TWO (2) MANLIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR CAPE TOWN, AS A ONCE OFF SUPPLY

The scoring principle for Guarantee on components of the manlift crane (such as hydraulic, mechanical, electrical, pneumatics, controls, instrumentation, electronic and other components)) will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>  $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Guarantee and Warranties on all Components of the Manlift Cranes</b>
100	Guarantee on all Components of the Manlift Crane > or = 12 months
0	Guarantee on any Components of Manlift Crane < 0 months

The scoring principle of guarantees and warranties for Corrosion Protection compliance with EEAM-Q-008: will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>  $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Number of years guarantees on Corrosion Protection of the manlift cranes</b>
100	Corrosion Protection Guarantee > or = 5 years
80	Corrosion Protection Guarantee > or = 4 years but < 5 years
60	Corrosion Protection Guarantee > or = 3 years but < 4 years
40	Corrosion Protection Guarantee > or = 2 years but < 3 years
20	Corrosion Protection Guarantee > or = 1 years but < 2 years
0	Corrosion Protection Guarantee < 1 years

TRANSNET PORT TERMINALS

TENDER NUMBER TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF TWO (2) MANLIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), FOR CAPE TOWN, AS A ONCE OFF SUPPLY

---

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic boom working platform (manlift) crane</b>	<b>Track Record</b>	<b>Tender Schedule: T2.2-05</b>
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Tenderers are required to provide contactable references stating the number of manlift cranes with unrestricted capacity of atleast 200 kg with a platform height of at least 28 m, acquired by the bidder or their OEM over the last 5 years, either delivered to customers or for use as hire machines.

#	Name of Previous Customer	Contact Details	Lifting Capacity (kg)	Maximum lifting height (m)	No. of Units	Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Add additional page/s if required to supply comprehensive list / details of units supplied over the last 5 years.						

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

The scoring of the Track Record will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Description</b>
100	> or = 15 units
80	> or = 12 but < 15 units
60	> or = 9 but < 12 units
40	> or = 6 but < 9 units
20	> or = 3 but < 6 units
0	< 3 units

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic handler (manlift) crane</b>	<b>Track Record</b>	<b>Tender Schedule: T2.2-05</b>
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Tenderers are required to provide contactable references stating the number of manlift cranes with atleast 5000kg with a lifting height of at least 28 m, acquired by the bidder or their OEM over the last 5 years, either delivered to customers or for use as hire machines.

#	Name of Previous Customer	Contact Details	Lifting Capacity (kg)	Maximum lifting height (m)	No. of Units	Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
		Add additional page/s if required to supply comprehensive list / details of units supplied over the last 5 years.				

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

The scoring of the Track Record will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Description</b>
100	> or = 15 units
80	> or = 12 but < 15 units
60	> or = 9 but < 12 units
40	> or = 6 but < 9 units
20	> or = 3 but < 6 units
0	< 3 units

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic Boom Working Platform (manlift) crane</b>	<b>Delivery Lead Time</b>	<b>Tender Schedule: T2.2-06</b>
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The Tenderer must submit a holistic programme for the delivery of the Telescopic boom working platform (manlift) crane, showing the duration and location of each major related activity e.g. manufacture / assembly of modules and/or the complete manlift crane, testing of each module and/or the complete manlift crane, cold commissioning, disassembly (if applicable), shipping of parts / modules or complete manlift crane, site erection stages (if applicable), final testing, commissioning, training and endurance test.

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due. Further to the programme, the Tenderer must complete the required information below.

Further to the programme, the Tenderer must complete the required information below.

<b>Activity</b>	<b>Duration (months)</b>
Order placement to shipping date	
Order placement to site delivery	
Order placement to hand over (endurance test complete)	

The scoring principle for delivery lead time will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Delivery Lead Time</b>
100	< or = 6 months
80	> 6 months & < or = 7 months
60	> 7 months & < or = 8 months
40	> 8 months & < or = 9 months
20	> 9 months & < or = 10months

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

0	> 10months
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Signed: \_\_\_\_\_

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

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

Position: \_\_\_\_\_

Tenderer: \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic Handler (manlift) Crane</b>	<b>Delivery Lead Time</b>	<b>Tender Schedule: T2.2-06</b>
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The Tenderer must submit a holistic programme for the delivery of the Telescopic handler (manlift) crane, showing the duration and location of each major related activity e.g. manufacture / assembly of modules and/or the complete manlift crane, testing of each module and/or the complete manlift crane, cold commissioning, disassembly (if applicable), shipping of parts / modules or complete manlift crane, site erection stages (if applicable), final testing, commissioning, training and endurance test.

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due. Further to the programme, the Tenderer must complete the required information below.

Further to the programme, the Tenderer must complete the required information below.

<b>Activity</b>	<b>Duration (months)</b>
Order placement to shipping date	
Order placement to site delivery	
Order placement to hand over (endurance test complete)	

The scoring principle for delivery lead time will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
<b>Score</b>	<b>Delivery Lead Time</b>
100	< or = 6 months
80	> 6 months & < or = 7 months
60	> 7 months & < or = 8 months
40	> 8 months & < or = 9 months
20	> 9 months & < or = 10months
0	> 10months

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

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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.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

### 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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

### 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

**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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

**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

TRANSNET PORT TERMINAL

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

## 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:

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

## **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.

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

Name of Company/Members of Joint Venture:

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







TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFTS CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

Telescopic boom work platform man lift crane	<b>Recommended Maintenance Spares List for first three (3) year of Operation</b>	<b>Tender Schedule: T2.2-12a</b>
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**Note to Tenderer:**

Tenderers are to complete this schedule with regards to recommended spares required for the first three (3) year of operation (approximately 4,500 hours) of the straddle carriers.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

Prices for the spares to be valid for one year (12 months).

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFTS CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
Etc.	Additional page/s to be added to supply comprehensive list				

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFTS CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic handler Man Lift Crane</b>	<b>Recommended Maintenance Spares List for first three (3) year of Operation</b>	<b>Tender Schedule: T2.2-12a</b>
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**Note to Tenderer:**

Tenderers are to complete this schedule with regards to recommended spares required for the first three (3) year of operation (approximately 4,500 hours) of the straddle carriers.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

Prices for the spares to be valid for one year (12 months).

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFTS CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY

13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
Etc.	Additional page/s to be added to supply comprehensive list				

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic boom work platform man lift crane</b>	<b>Recommended Critical Spares List</b>	<b>Tender Schedule: T2.2-12b</b>
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**Note to Tenderer:**

Tenderers are to complete this schedule with regards to recommended critical spares to support the telescopic boom work platform man lift crane as a once off on the delivery of equipment.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Etc.	Additional page/s to be added to supply comprehensive list				

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, AS A ONCE OFF SUPPLY

<b>Telescopic handler man lift crane</b>	<b>Recommended Critical Spares List</b>	<b>Tender Schedule: T2.2-12b</b>
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**Note to Tenderer:**

Tenderers are to complete this schedule with regards to recommended critical spares to support the telescopic handler man lift crane as a once off on the delivery of equipment.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Etc.	Additional page/s to be added to supply comprehensive list				

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

## **T2.2-13 NON-DISCLOSURE AGREEMENT**

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

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

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

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

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

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

### **4. ANNOUNCEMENTS**

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

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

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

**9. GENERAL**

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## **T2.2-14: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

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

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.



DESCRIPTION OF THE WORKS: REQUEST TO CONDUCT CORROSION AND RUST REFURBISHMENT OF 2 x RMGs STRUCTURE, STAIRCASES, PLATFORMS, MECHANICAL AND ELECTRICAL UPGRADE FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH CONTAINER TERMINAL AS ONCE OFF.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

<b>YES</b>	
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<b>NO</b>	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

**3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

**XXXXX (Pty) Ltd**

(Operator)

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

**AS WITNESSES:**

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

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

**T2.2-15: RFP DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

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- 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](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNATURE OF TENDER

## T2.2-17 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER

TRANSNET PORT TERMINALS

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## **T2.2-18 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### 4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

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

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

## 11 GENERAL

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

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

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

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

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

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

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

Signature .....

Date .....

## T2.2-19: Supplier Code of Conduct

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

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

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

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

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

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

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

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.

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

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

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

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

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

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***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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

## T2.2-20 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

**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](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://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.

TRANSNET PORT TERMINALS

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**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 issues 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](http://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.

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### 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 xxxxxx):

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 <b>YES</b> 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

Your Current Company's VAT Registration Status	
VAT Registration Number	<input style="width: 90%;" type="text"/>
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	<input style="width: 90%; height: 40px;" type="text"/>

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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 <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?										Yes	No							
Please indicate your Broad Based BEE status (Level 1 to 9)										<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
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														
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:																		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

- 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.

<b>Supplier Development Information Required</b>	
<p><b>EMPOWERING SUPPLIER</b></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><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>SUPPLIER DEVELOPMENT PLAN</b></p> <p>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 &amp; BDO etc.).</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>DEVELOPMENT PLAN DOCUMENT</b></p> <p>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.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p><b>ENTERPRISE DEVELOPMENT BENEFICIARY</b></p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>

TRANSNET PORT TERMINALS

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A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  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"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  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"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  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"/>

<b>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</b>			
Name and Surname		Designation	
Signature		Date	

TRANSNET PORT TERMINALS

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**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

TRANSNET PORT TERMINALS

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**APPENDIX C**

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<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; 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>

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

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<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(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;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
--	--

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



TRANSNET PORT TERMINALS

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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	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

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**APPENDIX D**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

---

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

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

TRANSNET PORT TERMINALS

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<p><b>Definition of "Black People"</b></p>	<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>
<p><b>Definition of "Black Designated Groups"</b></p>	<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,

TRANSNET PORT TERMINALS

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- 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	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (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**

TRANSNET PORT TERMINALS

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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 <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) 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 <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



## TRANSNET PORT TERMINALS

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**T2.2-20a: SBD1 Form****SBD1 FORM****PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:**

BID NUMBER:	TPT/2022/11/0020/16659/RFP	CLOSING DATE:	22 <sup>nd</sup> February 2024	CLOSING TIME:	12h00pm
-------------	----------------------------	---------------	--------------------------------	---------------	---------

DESCRIPTION	MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.
-------------	--

**BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL****Transnet e-Tender Submission Portal can be accessed as follows:**

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Submit bid documents by uploading them into the system against the tender selected.

<b>PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>
--	--

CONTACT PERSON	<b>Wiseman Xaba</b>	CONTACT PERSON	<b>Nonduzo Mahlaba</b>
TELEPHONE NUMBER	<b>081 864 7514</b>	TELEPHONE NUMBER	<b>061 494 8531</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<b>wiseman.xaba2@transnet.net</b>	E-MAIL ADDRESS	<b>nonduzo.mahlaba@transnet.net</b>

<b>LAST DAY OF SENDING IN TENDER CLARIFICATION QUESTIONS</b>	<b>07<sup>th</sup> February 2024</b>	<b>CLOSING TIME: 12:00pm</b>
--	--------------------------------------	------------------------------

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER:



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				MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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



TRANSNET PORT TERMINALS

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**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

## T2.2-21: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction 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.

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract.			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

## T2.2-22: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

.....

Address

.....

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

### Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor  
(Bank/insurer)

.....

Date

.....



## **T2.2-23: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/11/0020/16659/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.

## 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:

**MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.**

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Date

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Name &  
signature of  
witness

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: Works Information
Part C4	Site Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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### 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		

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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	.....	.....
Date	.....	.....



## NEC3 ECC Contract

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Purchaser*")

and

.....

Registration Number

(hereinafter referred to as the "*Supplier*")

**Contract Number**      **TPT/2022/11/0020/16659/RFP**

**Start Date**                      .....

**Completion Date**              .....

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## **CONTRACT DOCUMENTS**

### **Form of Offer and Acceptance**

#### **Contract Data**

**Part One – Data provided by the *Employer***

**Part Two – Data provided by the *Contractor***

#### **Pricing Data**

#### **Scope of works**

#### **Technical Evaluation Score Card**

#### **Technical Specification TPT\_TS\_TTB\_Rev 00\_ 30 Aug 2023**

#### **Articulated Boom Work Platform -Specification**

#### **Site Information**

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Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Date

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Name &  
signature of  
witness

Tenderer's CIDB registration number:

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Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	.....	.....
Date	.....	.....

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## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p><b>A: Priced contract with activity schedule</b></p> <hr/> <p><b>W1: Dispute resolution procedure</b></p> <hr/> <p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance Bond</b></p> <p><b>X16: Retention/Defects Correction</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	<p>dispute resolution Option</p> <hr/> <p>and secondary Options</p>	
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	<p>The <i>Employer</i> is:</p> <p>Address</p> <p>Having elected its Contractual Address for the purposes of this contract as:</p>	<p><b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b></p> <p>Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b></p> <p><b>Transnet Port Terminals</b> <b>202 Anton Lembede Street</b> <b>Durban</b> <b>4000</b></p>

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10.1	The <i>Project Manager</i> is: (Name)	<b>TBC</b>
	Address	<b>TBC</b>
	Tel	<b>TBC</b>
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	<b>TBC</b>
	Address	<b>TBC</b>
	Tel No.	<b>TBC</b>
	e-mail	<b>TBC</b>
11.2(13)	The <i>works</i> are	<b>MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR CTCT WITH INCLUSIVE OF TRAINING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), CAPE TOWN, AS A ONCE OFF SUPPLY.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>No further information</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part 4.1."Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part 4 Site Information</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>5 Business days</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>TBC</b>

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30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Entire works</b>	<b>TBC</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>TBC</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>5 Business days</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>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.</b>	
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall in (mm)</b>	
		<b>the number of days with rainfall more than 10 mm</b>	

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**the number of days with minimum air temperature less than 0 degrees Celsius**

**the number of days with snow lying at 08:00 hours South African Time**

**and these measurements: 10mm**

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

**The *Contractor's* Site establishment area**

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

**Capetown**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>No further information</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the</b>

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		<b>performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

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- The *Contractor* provides these additional Insurances
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
  - 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
  - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
  - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.**
  - 5 The insurance coverage referred to in 1, 2, 3, 4 and 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The**

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**original policy will be returned to the Contractor.**

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>Limited to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>

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W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>0,1% of contract Value per incident limited to 7.5% of the contract value.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>20% of the total of the Prices</b>
<b>X16</b>	<b>Retention/Defects Correction</b>	
X16.1	The retention fee amount is	<b>TBC</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2		

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X18.3	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.4	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.5	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>5 years after Completion of the whole of the works</b>

**Z      *Additional conditions of contract are:***

**Z2      **Additional clause relating to Defects Correction Bonds****

**Z2.1      The Defects Correction under X16 above shall be an irrevocable, on-demand defects correction, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.**

**Z3      **Additional clauses relating to Joint Venture****

**Z3.1      **Insert the additional core clause 27.5****

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide**

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**the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:**

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

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**Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

- v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

**Z3.2**

**Insert additional core clause 27.6**

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

**Z4 Additional obligations in respect of Termination**

**Z4.1**

**The following will be included under core clause 91.1:**

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

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

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

**Z4.2 Termination Table**

**The following will be included under core clause 90.2 Termination Table as follows:**

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

**Z4.3**

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

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**Z5 Right Reserved by the Employer to Conduct Vetting through SSA**

**Z5.1** The *Employer* 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:

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.

**Z6 Additional Clause Relating to Collusion in the Construction Industry**

**Z6.1** The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z7 Protection of Personal Information Act**

**Z7.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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## **27.2. Anti-corruption**

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

**In the event that the contractor has committed any corrupt act or is found by any competent court or judicial body to have committed any corrupt act in relation to this Contract or in relation to another contract that has a material impact on this Contract, or in the event that:**

**i. Improper payments are being or have been made or offered to Transnet officials or any other person by the contractor or those acting on behalf of the contractor with respect to the Services; or**

**ii. The contractor or those acting on behalf of the contractor has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity; then:**

**(a) In addition to the remedies available in law to Transnet,**

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**Transnet reserves the right to instruct the contractor to**

**(i) dismiss the employee(s) involved, and/or**

**(ii) to terminate its contracts with the relevant supplier/subcontractor, as the case may be, and should the contractor fail to do so, or if the breach is incapable of being remedied, Transnet may terminate the Contract; and**

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

**Z7.3.**

### **Indemnity**

**The contractor irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third- Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by the contractor or any of its employees, security officers, servants, agents, assigns, contractors or sub-contractors, or occurring during or as a result of the provision by the**

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**Contractor of the Security Service. Such absolute obligation of the Contractor to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:**

**a) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other**

**b) liability in respect of lost property belonging to third parties;**

**c) liability arising out of any unlawful act committed by the contractor or its employees, security officers, servants, agents, contractors and sub-contractors during the process of rendering a Security Service; or at any other time when a claim has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;**

**d) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the contractor, its agents, service providers, sub-contractors in terms of this Agreement.**

**The contractor shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property**

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**that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.**

**The contractor agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to the contractor provision of services, its acts, or omissions or those of its agents, employees, sub-contractors, representative/s or other for whom TPT may be / may not be deemed responsible for in terms of the agreement.**

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

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

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

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	Experience:	
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>
41 in SSCC	The percentage for people overheads is:	<b>%</b>
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>
		<b>Size or capacity</b>
		<b>Rate</b>

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61	in	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>
62	in	The percentage for design overheads is	<b>%</b>	
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



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## PART 2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C2.1	Pricing instructions	3
C2.2	Activity Schedule	2
	Total number of pages	6

## C2.1 Pricing instructions:

### 1. The *conditions of contract*

#### 1.1 How *goods and services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, April 2013(SC3) core clauses states:

<b>Identified and defined terms</b>	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.  (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
<b>Assessing the amount due</b>	50.2	The amount due is  the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus, other amounts to be paid to the <i>Supplier</i> , less amounts to be paid by or retained from the <i>Supplier</i> .  Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods and services* which can be priced as lump sums or as expected quantities of *goods and services* multiplied by a rate, or a mix of both.

#### 1.2 Function of the *Price Schedule*

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

#### 1.3 Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

#### **1.4 Format of the *price schedule***

(From Appendix 5 on page 78 of the SC3 Guidance Notes)

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

**Mandatory Returnable**

## **C2.2 Price Schedule**

### **C.2.2.1 Option 1**

The Purchaser's Price Schedule is listed below and is a summation of the Tenderers price Schedule.

The Employer requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor nonresponsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible, and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

For any supply items, it is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Cape Town) basis. However, a DAP (Incoterms 2010, Port of Cape Town) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g., Customs VAT, cargo

**COMPULSORY RETURNABLE****C2.2 Activity Schedule****Main Offer**

	<b>Activity Description</b>	<b>Quantity</b>	<b>Total Price (Excl. VAT)</b>	<b>Payment Terms</b>
1.2.1.1	The manufacture, supply, delivery, and commissioning of one (1) self-propelled diesel driven telescopic boom work platform (man lift) crane for CTCT.	1		100% payment on hand over of the crane
1.2.1.2	The manufacture, supply, delivery, and commissioning of one (1) self-propelled diesel driven telescopic handler (man lift) crane for CTCT.	1		100% payment on hand over of the crane
1.2.1.3	Familiarization training of maintenance personnel for telescopic boom work platform (man lift) crane at CTCT.	1		100% payment on completion of the training
1.2.1.4	The full training of maintenance personnel for telescopic handler (man lift) crane at CTCT.	1		100% payment on completion of the training

**Total Price ( Excl. VAT) to be carried over to the Form of Offer & Acceptance C1.1**

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**Priced Options**

<b>Item</b>	<b>Activity Description</b>	<b>Quantity</b>	<b>Total Price (Excl. VAT)</b>	<b>Payment Terms</b>
1.2.2.1	Provide a priced option of a full maintenance (Scheduled services, Tyre maintenance, Load test, Repairs (as and when required) contract for 3 years, to service and maintain the one (1) telescopic boom work platform manlift crane machine in 1.2.1.1. It must include callout rates, technician rates (normal hours) and technician rates (after hours) as part of the maintenance contract to deal with the unplanned equipment breakdown.	lot		100% payment on delivery of the maintenance works
1.2.2.2	Provide a priced option of a full maintenance (Scheduled services, Tyre maintenance, Load, test, Repairs (as and when required)) contract for 3 years, to service and maintain the one (1) telescopic handler manlift crane machine in 1.2.1.2. It must include callout rates, technician rates (normal hours) and technician rates (after hours) as part of the maintenance contract to deal with the unplanned equipment breakdown.	lot		100% payment on delivery of the maintenance works
1.2.2.3	Provide a priced recommended maintenance (planned) spares list as recommended by OEM for one (1) telescopic boom work platform man lift crane for the first Three (3) years of operation. Prices of spares to be valid for one year.	lot		100% payment on delivery of the spares
1.2.2.4	Provide a priced recommended maintenance (planned) spares list as recommended by OEM for one (1) telescopic handler Man Lift Crane for the first Three (3) years of operation. Prices of spares to be valid for one year.	lot		100% payment on delivery of the spares
1.2.2.5	Provide a priced critical spares list as recommended by OEM for the one (1) telescopic boom work platform man lift crane at Cape Town Container Terminals as a once off on delivery of equipment.	lot		100% payment on delivery of the spares
1.2.2.6	Provide a priced critical spares list as recommended by OEM for the one (1) telescopic handler man lift crane at Cape Town Container Terminals as a once off on delivery of equipment.	lot		100% payment on delivery of the spares

**Total Price Excl. Vat (Priced Options)**

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## PART 3: SCOPE OF *GOODS*

Document reference	Title	No of pages
	This page	1
	Signature page	1
C3.1	Purchaser's Goods Information	14
C3.2	Supplier's Goods Information	
	Total number of pages	16

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE CAPE TOWN CONTAINER TERMINAL, AS A ONCE OFF SUPPLY.

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### DOCUMENTATION DISTRIBUTION, REVISION AND APPROVAL HISTORY

REVISION NUMBER	DATE	DISTRIBUTION/ REVISION	PREPARED BY	REVIEWED BY	APPROVED BY
00	25 October 2022	00	P. Maseti		Z. Mataku
01	14 April 2023	01	Nokuzola Magadla		Z. Mataku
02	19 September	02	Nokuzola Magadla		Z. Mataku
03	11 October 2023	03	Nokuzola Magadla	Sphamandla Mathonsi	Z. Mataku

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**Approved / Not Approved By:**

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Date:

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## **C3.1 PURCHASER'S GOODS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT)**

### **1. Description of the Goods**

#### **1.1. Background**

The Cape Town Container Terminal (CTCT) is specialized maritime facilities with dedicated infrastructure and equipment for the handling of containerized cargo. The container handling system includes ship to shore (STS) cranes, Straddle Carriers and Rail Mounted Gantry (RMG) cranes, STS cranes, Rubber-Tyred Gantry (RTG) cranes and hauler / trailer units.

Access to maintain, repair and conduct inspections on these equipments in the workshop and out in the terminal's operational area requires man lift cranes of the telescopic boom work platform types. This is to enable access to various components, including engines and generators, which are located on platforms at the top of the equipment.

#### **1.2. The scope of Goods**

##### **1.2.1 Main Offer**

1.2.1.1. The manufacture, supply, delivery, and commissioning of one (1) self-propelled diesel driven telescopic boom work platform (man lift) crane for CTCT.

1.2.1.2. The manufacture, supply, delivery, and commissioning of one (1) self-propelled diesel driven telescopic handler (man lift) crane for CTCT.

1.2.1.3. Familiarization training of maintenance personnel for telescopic boom work platform (man lift) crane at CTCT.

1.2.1.4. The full training of maintenance personnel for telescopic handler (man lift) crane at CTCT.

##### **1.2.2. Priced Options**

1.2.2.1. Provide a priced option of a full maintenance (Scheduled services, Tyre maintenance, Load test, Repairs (as and when required) contract for 3 years, to service and maintain the one (1) telescopic boom work platform manlift crane machine in 1.2.1.1. It must include callout rates, technician rates (normal hours) and technician rates (after hours) as part of the maintenance contract to deal with the unplanned equipment breakdown.

1.2.2.2. Provide a priced option of a full maintenance (Scheduled services, Tyre maintenance, Load

test, Repairs (as and when required)) contract for 3 years, to service and maintain the one (1) telescopic handler manlift crane machine in 1.2.1.2. It must include callout rates, technician rates (normal hours) and technician rates (after hours) as part of the maintenance contract to deal with the unplanned equipment breakdown.

- 1.2.2.3. Provide a priced recommended maintenance (planned) spares list as recommended by OEM for one (1) telescopic boom work platform man lift crane for the first Three (3) years of operation. Prices of spares to be valid for one year.
- 1.2.2.4. Provide a priced recommended maintenance (planned) spares list as recommended by OEM for one (1) telescopic handler Man Lift Crane for the first Three (3) years of operation. Prices of spares to be valid for one year.
- 1.2.2.5. Provide a priced critical spares list as recommended by OEM for the one (1) telescopic boom work platform man lift crane at Cape Town Container Terminals as a once off on delivery of equipment.
- 1.2.2.6. Provide a priced critical spares list as recommended by OEM for the one (1) telescopic handler man lift crane at Cape Town Container Terminals as a once off on delivery of equipment.

## **2. Definitions**

- 2.1. Specification means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.
- 2.2. Reference in the Goods Information and standard specifications to "equipment" means the Man Lift Cranes as defined in the scope of Goods.
- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1000kg or approximately 2 204.62-pound mass.
- 2.4. Delivery of Goods is defined as when the Man Lift Cranes have completed their 8-hour endurance tests to the satisfaction of the Purchaser.
- 2.5. Purchaser is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the goods; paymaster (i.e., Transnet Port Terminals shall pay); a party to the contract.

### **3. Management and start up.**

#### **3.1. Management meetings**

The Supplier shall attend all management meetings as called by the Supply Manager. It is envisaged that at least monthly contract management meetings, plus weekly site meetings during the delivery/erection phase and daily meetings during the commissioning phase, will be held. The Supplier must present all relevant information including quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings.

The Supply Manager shall arrange for regular inspections during the manufacturing phase in accordance with agreed hold and witness points and shall also be used as a manufacturing progress report evaluation.

The Supplier shall attend risk reduction meetings as and when called by the Supply Manager.

#### **3.2. Documentation control**

The Supplier shall submit all documentation (including correspondence and drawings) to Transnet (Purchaser) standards and to the Supply Manager's requirements in accordance with the Supply Manager's document control procedure. The Purchaser shall use their own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to them.

#### **3.3. SHERQ requirements**

All aspects of on-site works must comply with the Health and Safety requirement OHS act No 85 of 1993 and TIMS SHEQ Specification guidelines.

All aspects of the *works* must comply with the *Purchaser's* environmental management plan, statutory requirements and regulations made by relevant authorities and the *Supplier* must ensure compliance of Site activities as well as the design of the equipment supplied. Refer to Employer's 'Standard Environmental Specification Transnet Port Terminals'.

Refer to EEAM-Q-009 for the *Purchaser's* Quality Management. Special attention must be paid to the following:

- Quality management objectives.
- Documentation and change control procedures.
- Quality control procedures that will apply to purchased materials.
- Quality control plan for all components manufactured or supplied to ensure conformance.

- The identification of suitable hold points to ensure proper quality assurance throughout manufacturing.
- Quality control of all welding and corrosion protection activities.
- The quality control procedure that will apply to erection and painting on site.

The services of an independent third party may be engaged by the *Purchaser* to assist in meeting the quality assurance objectives and the *Supplier* must give the necessary co-operation and supply all the necessary quality management documentation as required. The cost of the QA work by the third party will be borne by the *Purchaser*.

The *Supplier* shall ensure that the quality assurance requirements placed on them under this Contract are transferred into any subcontracts.

Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The *Supplier's* quality plan shall include or reference the quality plans of subcontractors.

### **3.4. Programming constraints**

#### **3.4.1. General**

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Purchaser for managing the works and in monitoring the progress of the work under the Contract. The information and data provided by the Supplier pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

#### **3.4.2. Programme submission**

A copy of the *Supplier's* First Programme, a Level 3 programme, shall be submitted with the Tender Document Returnable Schedules that shall comply with the requirements as indicated in the Goods Information. The *Supplier's* Detailed Programme shall be submitted in both hard and soft copy forms within two weeks of award using a computer software package approved by the *Supply Manager*.

The preferred software package is Microsoft Projects or similar approved.

#### **3.4.3. Contract programme (baseline)**

The *Supplier's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline

has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

Identified deviations from the baseline shall be addressed by the *Supplier* by either demonstrating that the deviation does not constitute a problem to the overall *Supplier's* Programme or providing a course of action to remedy the deviation.

#### **3.4.4. Revisions to contract schedule**

The *Supply Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.

Additional detail may be inserted into the Contract Programme at the request of either the *Supplier* or the *Supply Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced.

All revisions to the contract programme shall be prepared by, and at the cost of the *Supplier*.

#### **3.4.5. Supplementary programmes**

The *Supply Manager* may at any time, and at the cost and expense of the *Supplier*, direct the *Supplier* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Supply Manager* shall not unreasonably request supplementary programmes.

#### **3.4.6. Cash flow**

The *Supplier* shall submit to the *Supply Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, payments received.

#### **3.4.7. Progress reporting**

To demonstrate the actual progress of the work under the Contract the *Supplier* shall, on a monthly basis, update and submit the contract programme and the progress to the *Supply Manager*.

The contract programme shall be in the form of a three week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme:

- The contract programme "baseline" activity bar
- The current schedule activity bar identifying the currently forecast start and finish dates of the

activity, and the status (% completion of each activity).

#### **3.4.8. Progress monitoring and review**

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete.
- forecast completion date.
- deviations from the baseline programme; and
- actions required to remedy any deviations.

#### **3.4.9. Monthly status report**

The *Supplier* shall provide a written status report by the 20<sup>th</sup> of each month or such other reporting period as may be required by the *Supply Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the current approved contract programme,
- summary of progress achieved during the period,
- list of milestones achieved during the period,
- status of design, procurement, and off-site works,
- status of on-site works,
- deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced,
- status of approvals,
- actual or anticipated problems with corresponding action plans to minimise the impact,
- summary of works planned for the following period, and
- cash flow status versus the original forecast.

The progress report shall form the basis of a monthly progress meeting between the *Supply Managers* and the *Supplier*.

**3.4.10. Supplier’s management, supervision and key people**

The *Supplier* shall make an adequate, experienced team available for the during the offloading, testing and commissioning of the equipment. Every effort must be exercised by the *Supplier* to minimize replacement of individual project team members in order to ensure optimum contract management continuity.

It is a requirement of this contract that the *Supplier* employs a full time, fully qualified and experienced Site manager who has been delegated sufficient authority to manage the project efficiently on-site during offloading, testing and commissioning. The site manager is required to be fluent in English, both in writing and orally.

**3.4.11. Training workshops and technology transfer**

The following *Purchaser’s* personnel will be made available for training by the *Supplier* in their various functions at the Container Terminal in the Port of Cape Town

**NOTE:** The personnel that will be made available for training are existing maintenance personnel and would require a full training for telescopic handler and familiarization training for telescopic boom.

<b>Designation</b>	<b>CTCT</b>
Technical Supervisor	4
Artisans	18
<b>Total</b>	<b>22</b>

These numbers are indicative only and may vary due to additional requirements of the *Purchaser* for the operation and maintenance of the equipment.

All personnel that have undergone successful training are to be issued with a certificate of competence by the *Supplier*. Certificates are to be included in final handover pack.

**4. Guarantees**

The extent of guarantees and warranties in excess of the standard 12 months that can be offered by the Contractor on electrical, mechanical, hydraulic, instrumentation, pneumatics and electronic components, and in excess of 5 years on the structure will play an important role in the evaluation of the tenders.

**5. Engineering and the Supplier’s design**

**5.1. Purchaser’s design requirements**

**5.1.1. Technical Specification**

The equipment shall be designed to comply with the *Purchaser’s* Technical Specification for:

- a) Telescopic Handler, document number, TPT\_TS\_TH Rev 0.
- b) Telescopic Boom Working Platforms, TPT\_TS\_BWP Rev 3

**5.1.2. Terminal Specific Requirements**

The Terminal specific requirements for the manlift cranes are as follows:

Parameter for Manlift No.1	
Boom type	Telescopic boom working platform
Working Height (metres) of at least:	28 m
Platform height (metres) of at least:	26 m
Platform unrestricted capacity (Kilograms) of at least:	200 kg
Diesel powered (Kilowatts) of at least:	50 KW
Auxiliary power of at least:	12V DC

Parameter for Manlift No.2	
Boom type	Telescopic handler
Maximum lifting capacity (kilograms) of at least:	5000 kg
Maximum lifting height (metres) of at least:	28 m
Diesel powered of at least:	4 cylinders turbo-charged
Traveling Speed (kilometres per hour) of at least:	35 km/h
Transmission of at least:	Hydrostatic with enclosed circuit (500 bar)

**5.1.3. General Requirements**

The equipment as made and supplied shall be complete in every respect, of modern design using most advanced technology extensively supported by reputable local companies and be designed and built to applicable recognised standards and good engineering practices. All electrical and mechanical Plant to be fitted shall have been type tested for reliability and extended lifetime in the conditions to be expected.

The equipment shall be designed and constructed such that as many common components as possible are used on the equipment to enable the minimization of spares types and numbers. This must specifically be applied to drives, brakes, ropes, sheaves, electrical plant and components, bearings and wheels. All drives must be such that the same drive can be used in both left hand and right-hand applications.

#### **5.1.4. Environmental Conditions**

The equipment offered must be able to operate in a marine environment subject to the following conditions:

- Altitude Sea Level
- Ambient temperature 5 – 45°C
- Relative humidity Frequently 100%
- Air Pollution Heavily saline, dust laden and industrial fumes

All electrical, hydraulic and pneumatic components shall be suitable and treated for use in tropical climate where rapid changes in weather conditions produce severe moisture condensation problems. The equipment shall be capable of withstanding the highly corrosive effects of the moist, saline atmosphere. All electrical components not installed in controlled environments (machine and electrical house or operator's cabin) must have a minimum enclosure protection of IP55.

#### **5.1.5. Operating and maintenance manual**

The *Supplier* shall provide 3 hardcopies and 2 electronic copies of all the operating and maintenance manuals in English.

### **6. Pre-Delivery Tests and Delivery**

#### **6.1. Supplier's procurement of Plant and Materials**

The *Supplier* must take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport and storage.

If any equipment is transported by sea, the *Supplier* shall take extra precaution to protect all mechanical and electrical Plant from the corrosive effect of wave splashes, rain and salt spray. Waxoyl or similar, shall be applied to the inside of handrails and other small, sealed sections before being sealed.

#### **6.2. Spares and consumables**

The *Supplier* shall supply to the Delivery Place all the spares and consumables as identified by the *Supply Manager* from the *Supplier's* recommended spares list. Packaging of the spares and consumables shall be suitable to protect its contents from environmental damage when stored in warehouses in close proximity to the coast. Packaging of sensitive spares and consumables shall be suitable to protect its contents from mechanical damage due to handling.

### **6.3. Tests and inspections before delivery**

Where the Goods Information requires inspections or tests to be performed, the *Supplier* shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be a requisite and as may be reasonable demanded to carry out such tests efficiently. The *Supplier* shall ensure that all gauges, templates, tools and other equipment required to check the accuracy of the work is calibrated at regular intervals by a laboratory approved by the National Calibration Services of the Council for Scientific and Industrial Research of South Africa, or by the respective authority in the country of origin of the equipment.

## **7. Delivery Place and Delivery of the Goods**

### **7.1. Delivery Place and Working Areas**

#### **7.1.1. Working Areas**

When required in terms of the delivery methodology, the *Supplier* will indicate their space requirements at the Delivery Place on a suitable drawing submitted with the tender.

The Delivery Place is located at the Container Terminal, in the Port of Cape Town, South Africa. On completion of the commissioning and testing, within the Terminals, to the area where they will start their endurance tests. The area of operation for the man lift cranes is within the premises of Cape Town Container Terminal.

The *Supplier* shall take all necessary steps for their works not to interfere with port operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

Establishment, fencing and other work required to make the *Delivery Place* fit for use is entirely the *Supplier's* responsibility.

The *Supplier* is responsible for the security of the *Delivery Place* until completion and hand-over and must make their own arrangements for security and the safekeeping of their property. The *Supplier's* watchmen are allowed on site for this purpose.

The *Supplier* must maintain the *Delivery Place* in a neat and tidy condition to the satisfaction of the *Supply Manager*.

#### **7.1.2. Clearing of Delivery Place**

The *Supplier*, within fourteen days after completion, must completely remove from the Delivery Place all their plant, materials, Equipment, stores and temporary accommodation or any other asset belonging to them and leaves the Delivery Place in a tidy condition to the satisfaction of the *Supply Manager*.

### **7.1.3. Customs and port regulations**

The *Delivery Place* is situated within a Customs controlled area and the *Supplier* and their people shall observe all Customs regulations within the port area.

The *Delivery Place* is also within a promulgated port area and the *Supplier* and their people shall observe all ISPS and Port Regulations within the port area. Copies of the Harbour Regulations are obtainable from the Port admin offices.

The fullest collaboration between the *Supplier*, the Port and the *Supply Manager* is essential in regard to the working of the port.

### **7.1.4. Health and safety facilities at the Delivery Place**

At all times during the delivery and testing of the equipment the *Supplier* is responsible for the safety of all persons on the Delivery Place and on the equipment and shall have the necessary systems and procedures in place to effectively manage this.

The *Supplier's* workforce must attend an induction relating to the safety and operational aspects of the terminal for about 45 minutes before they can work at the terminal. The *Supplier* is responsible to supply all the necessary PPE to their employees.

## **7.2. Completion, testing, commissioning and correction of Defects**

### **7.2.1. Work to be done by the Completion Date**

On or before the Completion Date the *Supplier* shall have done everything required to *Provide the Goods*. The *Supply Manager* cannot certify Completion until all the work has been done, and is also free of Defects which would have, in their opinion, prevented the *Purchaser* from using the *Goods* and Others from doing their work.

### **7.2.2. Testing and commissioning**

#### **7.2.2.1. Prerequisites for commissioning**

The *Supplier* shall include all tests and inspections required in terms of the respective specifications and other tests and inspections deemed necessary by the *Supplier* to prove to the *Purchaser's* satisfaction that the equipment complies with the Goods Information and must include the following where applicable:

- Pre-commissioning tests to be performed by the *Supplier*
- Performance test recording the speeds of all motions under various load conditions
- Overload tests

- 
- Stability tests
  - Tests to prove the integrity of the safety devices, limit systems and emergency systems
  - Tests to prove the integrity of all service brakes and emergency brakes
  - Functional tests
  - Operational tests under simulated conditions
  - General inspection for final quality, including paint quality

The Supplier will be required to show practically and analytically that the equipment can repeat the duty cycle continuously at rated capacity and rated speeds and accelerations, without over heating or unduly breaking down.

#### **7.2.2.2. Testing and commissioning**

Before commissioning starts, the *Supplier* shall satisfy themselves that the equipment is complete in all respects and shall carry out the necessary pre-commissioning tests of the equipment. During this period, the *Supply Manager* will carry out visual inspections on the equipment.

After approval of the test and inspection protocol by the *Supply Manager*, the *Supplier* shall fully test the equipment in the presence of the *Supply Manager* and according to the approved protocol. As far as practical the equipment shall be fully tested prior to it being moved into the operational area.

Load testing on the equipment, where applicable, shall be performed at the Delivery Place in accordance with the South African Occupational Health & Safety Act (110% overload tests or as recommended by OEM). The *Supplier* shall be responsible for the supply of all load testing masses and measuring instruments.

A registered Lifting Machinery Inspector, appointed by the Supplier, shall carry out the load test. Load shall be defined as the safe working load when the equipment is working at maximum capacity, and including dynamic factors such as wind loads, shock loads due to acceleration and deceleration, etc. All motions of the equipment shall be tested under load to simulate actual conditions, where applicable, to prove correct operation and to enable position indicators and limit switches to be set, and other operational adjustments made.

Before the commencement of any test, the *Supplier* shall provide the initial fill of oil for all gearboxes and grease for components which require grease lubrication.

On completion of Commissioning, the *Supplier* shall issue a Commissioning Certificate with all prescribed statutory documents; test certificates; documentation certifying the class and safe working loads of the equipment (and specific components e.g., twist-locks, ropes hoists etc.) for approval by the *Supply Manager*, prior to the commencement of the Endurance Testing. Where required by law, relevant certificates shall be issued by local authorities.

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### 7.2.2.3. Endurance Testing

After successful completion of commissioning (approved Commissioning Certificate), the equipment shall be subjected to Endurance Testing, i.e., actual operation of the equipment in the maintenance and operational areas of the port.

The Endurance Test will constitute a minimum of 8 hours. The *Purchaser* will operate the Man lift Cranes for the 8-hour endurance test which will be done under working conditions. The purchaser under guidance of the supplier will operate the Man lift cranes. The *Purchaser* will Take-Over the Man Lift Cranes on successful completion of the 8hr endurance test. If the Man Lift Crane fails the 8-hour endurance test and the actual rectification of defect/fault takes longer than 30 minutes, the endurance test shall commence afresh on the Man Lift Crane.

The Supplier shall provide at their own cost, sufficient number of suitably qualified personnel and all equipment necessary, to rectify all faults and malfunctions occurring during Endurance Testing.

### 7.2.3. Technical support after Completion

The *Supplier* shall undertake that spares for all mechanical and electrical components of the equipment shall be readily available for at least 10 years from date of *Delivery*. Should spares be required during this period but not be readily available, the *Supplier* shall make modifications to the equipment to use readily available spares at that time, and at no cost to the *Purchaser*.

After the maintenance contract has elapsed with the *Supplier*, then the *Supplier* shall have a branch or local agent at or near the particular port with full time personnel available for defect repairs up until the defects date. Spare parts and components must also be available from the branch or agent.

Should the equipment become substantially inoperable, inefficient or unsafe during the period between take over and the *defects date* due to defects, the *defects date* will be extended by the same amount of time that it takes to return the equipment to satisfactory operating state.

## 8. Plant and Materials standards and workmanship

### 8.1. Referenced standard specifications

The tests prescribed in the relevant standard specifications shall be carried out at the manufacturer's works before delivery of the Plant and Materials ordered by the *Supplier*. The test results shall be submitted to the *Supply Manager*.

Plant and Materials made and tested to alternative standard specifications will be considered at the discretion of the *Supply Manager*, provided that such specifications are not less stringent than those laid down.

## **8.2. General**

All Plant and Materials shall be new.

All Plant shall be installed according to the manufacturer's recommendations.

All Plant must be securely mounted on the equipment such that vibration and movement will not dislodge any components.

All rotating components shall be statically balanced before fitting. High speed rotating components shall also be dynamically balanced.

All fatigue sensitive welds on manufactured components shall be post weld treated by local burr grinding and shot preening afterwards.



**Technical Evaluation Scorecard for 2x Manlift Cranes for CTCT**

Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting (%)
		Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight} (\%)$			
Eligibility	<b>Manlift No.1 - Telescopic Boom</b>				
	Working Height (metres) atleast 28 m	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02		Yes/No
	Platform height (metres) atleast 26 m	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02		Yes/No
	Platform unrestricted capacity (Kilograms) atleast 200 kg	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02		Yes/No
	Auxiliary power: 12V DC	Non-compliance would eliminate bidder for the Manlift No.1	T2.2-02		Yes/No
			T2.2-02		
	<b>Manlift No.2 - Telescopic Handler</b>				
	Maximum lifting capacity (kilograms) of atleast 5000 kg	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02		Yes/No
	Maximum lifting height (metres) atleast 28m	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02		Yes/No
	Diesel powered: 4 cylinders turbo-charged	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02		Yes/No
Traveling Speed (kilometres per hour) atleast 35 km/h	Non-compliance would eliminate bidder for the Manlift No.2	T2.2-02		Yes/No	
Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting (%)
Operational & Technical	Compliance to Employer's Technical Specification TPT_TS_BWP Rev3	122 compliant clauses = 100	T2.2-03	Compliance to Employer's Technical Specification	15
		< 122 but > or = 98 compliant clauses = 80			
		< 98 but > or = 73 compliant clauses = 60			
		< 73 but > or = 49 compliant clauses = 40			
		< 49 but > or = 24 compliant clause = 20			
	< 24 compliant clause = 0				
	Compliance to Employer's Technical Specification TPT_TS_TH Rev0	< 148 compliant clauses = 100	T2.2-03	Compliance to Employer's Technical Specification	15
		< 148 but > or = 118 compliant clauses = 80			
		< 118 but > or = 89 compliant clauses = 60			
		< 89 but > or = 59 compliant clauses = 40			
		< 59 but > or = 30 compliant clause = 20			
	< 30 compliant clause = 0				
	Guarantees on Structures of the manlift cranes	For a guarantee on the structures > or = to 5 years = 100	T2.2-04	Guarantee Offered	10
		For a guarantee on the structures > or = to 4 years but < 5 years = 80			
		For a guarantee on the structures > or = to 3 years but < 2 years = 60			
For a guarantee on the structures > or = to 2 years but < 3 years = 40					
For a guarantee on the structures > or = to 1 years but < 2 years = 20					
For a guarantee on the structures < 1 years = 0					
Guarantee on components of the manlift cranes (such as hydraulic, mechanical, electrical, pneumatics, controls, instrumentation, electronic and other components)	Guarantee on all Components of the Manlift Cranes > or = 12 months = 100	T2.2-04	Guarantee Offered	10	
	Guarantee on any Components of Manlift Cranes < 12 months = 0				
	Corrosion Protection Guarantee > or = 5 years = 100				
	Corrosion Protection Guarantee > or = 4 years but < 5 years = 80				

	Corrosion Protection compliant with EEAM-Q-008: Corrosion Protection Guarantee of the manlift cranes	Corrosion Protection Guarantee > or = 3 years but < 4 years = 60 Corrosion Protection Guarantee > or = 2 years but < 3 years = 40 Corrosion Protection Guarantee > or = 2 years but < 1 years = 20 Corrosion Protection Guarantee < 1 years = 0	T2.2-04	Guarantee on Paint	10
	<b>Sub-total</b>				<b>60</b>
<b>Track Record</b>	<b>Telescopic boom working platform:</b> Provide contactable references stating the number of manlift cranes with unrestricted capacity of atleast 200 kg with a platform height of at least 28 m, acquired by the bidder or their OEM over the last 5 years, either delivered to customers or for use as hire machines.	> or = 15 units = 100 > or = 12 but < 15 units = 80 > or = 9 but < 12 units = 60 > or = 6 but < 9 units = 40 > or 3 but < 6 units = 20 < 3 units = 0	T2.2-05	No. of units supplied & references	10
	<b>Telescopic handler:</b> Provide contactable references stating the number of manlift cranes with unrestricted capacity of atleast 5000kg with a lifting height of at least 28 m, acquired by the bidder or their OEM over the last 5 years, either delivered to customers or for use as hire machines.	> or = 15 units = 100 > or = 12 but < 15 units = 80 > or = 9 but < 12 units = 60 > or = 6 but < 9 units = 40 > or 3 but < 6 units = 20 < 3 units = 0	T2.2-05	No. of units supplied & references	10
	<b>Sub-total</b>				<b>20</b>
<b>Lead time</b>	Lead time from contract award to commissioning & handover (end of endurance testing) of Telescopic boom working platform (manlift) crane.	< or = 6 months = 100 > 6 months & < or = 7 months = 80 > 7 months & < or = 8 months = 60 > 8 months & < or = 9 months = 40 > 9 months & < or = 10months = 20 > 10months = 0	T2.2-06	Lead Time in months	10
	Lead time from contract award to commissioning & handover (end of endurance testing) Telescopic handler (manlift) crane.	< or = 6 months = 100 > 6 months & < or = 7 months = 80 > 7 months & < or = 8 months = 60 > 8 months & < or = 9 months = 40 > 9 months & < or = 10months = 20 > 10months = 0	T2.2-06	Lead Time in months	10
	<b>Sub total</b>				<b>20</b>
	<b>TOTAL RATING</b>				<b>100</b>
	<b>Technical Qualification Threshold = 70%.</b>				




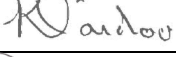

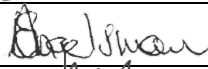



# **TECHNICAL SPECIFICATION**

**SUBJECT** : **Telehandler**  
**DOCUMENT NO** : **TPT\_TS\_TH**  
**REV NO.** : **0**  
**DATE OF ISSUE** : **30 August 2023**

## CHANGE MANAGEMENT CONTROL

Reviewed and Approved by Engineering Equipment Specifications Committee Members:

Name	Department	Signature	Date
Jesse Pillay	Principal Engineer (Chair)		15.09.2023
Ben Blom	Senior Project Manager (Deputy Chair)		15 Sept 2023
Nadeem Mohamed	Project Planner (Secretariate)		06/09/2023
Kris Naidoo	Senior Quality Manager		18/09/2023
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Reggie Mthembu	Head Projects and Engineering: RCB		
Jaco Van Der Westhuizen	GM: ECPOT		

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## **1. Scope**

This specification is for a self-propelled diesel engine driven rotating telescopic handler. The machine shall be utilised for maintenance and repairs to the various types of port equipment.

The machine shall be supplied complete and fully assembled in all aspects, including standard equipment supplied by the manufacturer and shall comply with the No. 85 of 1993: Occupational Health and Safety Act as amended by. Occupational Health and Safety Amendment Act, No. 181 Of 1993 and the Labour Relations Act, No. 66 of 1995 as amended or equivalent international standard for mobile lifting equipment such as ISO, DIN, etc.

The machine shall be designed to operate in a heavily saline, dust laden coastal corrosive environment, where ambient temperatures encountered may range from 0° C to +45° C dry bulb, with relative humidities varying from 15% to 100%. Machine must also be able to operate on any floor surface and negotiate speed bumps.

## **2. Operational Requirements**

### **2.1 Equipment Functionality**

The machine shall comply with the following requirements:

- 2.1.1 Long Travel speed of at least 18 km/h.
- 2.1.2 Turret and boom rotation z 360° continuous rotation.
- 2.1.3 Platform rotation z 150°
- 2.1.4 Platform length \* 3 000mm to 6 500mm (unless otherwise stated in the Goods Information)
- 2.1.5 Platform width \* at least 700 mm (unless otherwise stated in the Goods Information)
- 2.1.6 Lifting height at least 25 m.
- 2.1.7 Minimum lifting capacity at least 5 tonnes.
- 2.1.8 Minimum lifting capacity at maximum reach at least 500 Kg.
- 2.1.9 Machine must function as:
  - a) Standard telescopic handler
  - b) Off-road crane

- c) Mobile elevated work platform
- 2.1.10 Machine must have the capability of utilising the following attachments by quick connection coupling (Provision must be made for automated attachment recognition):
  - a) Forks
  - b) Lifting hook
  - c) Winch
  - d) Rotating and extendable work platform
  - e) Fork mounted work platform.
- 2.1.11 Full control of the machine from the deck shall also be achievable via remote control.
- 2.1.12 Machine to have an HMI: Load management information system.
- 2.1.13 The machine shall be equipped with a 'Load Moment' indicator system. Full details of system shall be furnished.

## **2.2 Terminal Specific Requirements**

Refer to the Goods Information for the following specific requirements:

- 2.2.1 Platform load capacity
- 2.2.2 Platform height (not working height)
- 2.2.3 Horizontal reach of machine
- 2.2.4 Platform length and width (if different from 2.1.5 / 6 above)

## **2.3        Ergonomics**

### **2.3.1        Operator's Cab**

- 2.3.1.1        A fully enclosed, cab with a sky view window, which is ergonomically designed, well insulated and weather proof, providing maximum drivers visibility and comfort is required.
- 2.3.1.2        Full visibility pressurized Cab.
- 2.3.1.3        The driver's cabin shall be ROPS/FOPS certified in terms of SANS 3471 and SANS 3449
- 2.3.1.4        The noise inside the cab shall not exceed 65 dBA.
- 2.3.1.5        All glass shall be tinted heat-treated toughened safety or toughened laminated glass. Windscreen to be shatterproof in accordance with SANS 613 or internationally approved equivalent (DIN, BS or EN).
- 2.3.1.6        Electric windscreen wipers and windscreen washers shall be provided on the front, rear and top windows.
- 2.3.1.7        Sliding side windows are required, lockable in the open and closed positions.
- 2.3.1.8        The cab door must be hinged type, locked in the closed position, and equipped with a stay to hold it in the open position.
- 2.3.1.9        The cab body shall be corrosion protected in accordance with EEAM-Q-008 specification. Details of corrosion protection warranty and paint requirements are detailed.
- 2.3.1.10       All controls shall be ergonomically designed for ease of operation.
- 2.3.1.11       In addition to the controls located in the cab, the machine shall be supplied with a remote control/ pendant to enable the operation of the various motions of the boom and platform.
- 2.3.1.12       An interior light must be fitted.
- 2.3.1.13       Bolt-on wide view mirrors must be fitted on both sides of the cab.
- 2.3.1.14       A locally serviceable heavy duty, marine air-conditioning unit that is available in South Africa, with spares available locally, is to be provided with due consideration to the high ambient temperature, solar, operator and equipment heat loads and humidity levels. It must be capable of maintaining the temperature in the cabin at

20°C at roughly 50% relative humidity for outside temperatures and humidity encountered.

- 2.3.1.15 Ambient temperatures encountered may range from -5° C to +45° C dry bulb, with relative humidities varying from 15% to 100%.
- 2.3.1.16 The air must be distributed environmentally and not directly onto the driver and must regulate the temperature between 18° C and 24° C (dry bulb).
- 2.3.1.17 The refrigerant must preferably be R410 a. No hydrochlorofluorocarbons (HCFC's) will be permitted.
- 2.3.1.18 The unit must have an integral heating facility.
- 2.3.1.19 A demister/heater, in addition to an air conditioner, with a minimum two speed blower shall be supplied.
- 2.3.1.20 The cab shall be equipped with a monitor which is connected to a camera which will provide the driver with a view of the area behind the machine.

### **3. Technical Requirements**

#### **3.1 Chassis**

- 3.1.1 The machine shall be fitted with front and rear towing hooks.
- 3.1.2 All access panels which are top hinged shall be fitted with gas struts.

#### **3.2 Engine/ Power Plant**

- 3.2.1 Engines shall be robust, four stroke diesel, liquid cooled and have sufficient power for the duty required.
- 3.2.2 The air cleaning system (cyclone or similar) shall be designed to prevent the ingress of dust into the engine.
- 3.2.3 The exhaust outlet must be of the 'goose neck' type to prevent the ingress of water under any operational or non-operational conditions.
- 3.2.4 The exhaust pipe and outlet manifold must be protected by a heat shield.
- 3.2.5 An engine management and cut-out system shall be fitted to protect the engine from overheating, low oil pressure, over revving and other abnormal conditions.
- 3.2.6 The engine management system shall allow for shutting the engine down, whilst ensuring that the terminal operational equipment remains operational, when the seat is not occupied for a predetermined time lapse. (Supplier to

indicate the time/period. However, facility must be available to allow Purchaser to adjust the time/ period.)

- 3.2.7 The engine shall comply as a minimum with 'EUROMOT II' emission standards.
- 3.2.8 The exhaust shall be sufficiently silenced and positioned to maintain 65 dB in the cabin.
- 3.2.9 The outlet manifold must be protected by a heat shield if exposed when the engine compartment is opened.
- 3.2.10 An efficient pressure fed engine lubrication system is required and shall incorporate an external oil filter of the full flow type.
- 3.2.11 The cooling system shall be filled with a coolant mixture which complies with the engine manufacturer's specifications.
- 3.2.12 An engine monitor and cut-out system shall be fitted to protect the engine from over-heating, low engine coolant level, low oil level / pressure and over revving under no load conditions.
- 3.2.13 The following functions shall be monitored: water temperature, water level and oil pressure.
- 3.2.14 The oil dipstick to be sealed and positioned in such a way to prevent ingress of water during high pressure cleaning.
- 3.2.15 The engine shall be fitted with an Electronic Management System (EMS).
- 3.2.16 The EMS shall allow for orderly shutting the engine down to allow sufficient cooling of the turbocharger system.

### **3.3 Transmission**

- 3.3.1 A four-wheel drive system is required.
- 3.3.2 A fully automatic closed circuit hydrostatic transmission is required.
- 3.3.3 The transmission, where possible must be fitted with a tamperproof mechanical or electronic forward/reverse protection device. It must prevent

the driver from engaging reverse whilst the machine is still moving forward and vice versa.

### **3.4 Axle**

- 3.4.1 The machine shall be equipped with a hydrostatic power steering system.
- 3.4.2 The machine shall be required to negotiate rough terrain and oscillation of the steering axle is required to allow for working on uneven surfaces.

### **3.5 Road wheels**

- 3.5.1 Tyres - Foam filled tyres manufactured in the Republic of South Africa or tyres which are readily available in South Africa shall be fitted.
- 3.5.2 Tyres and rims must conform to the standards as laid down in S.A.N.S. ARP 007 and ARP 008 and shall be of an approved brand.
- 3.5.3 Rims shall be interchangeable.
- 3.5.4 Wheel nut position indicators shall be provided for all wheel nuts.

### **3.6 Turret and Boom**

- 3.6.1 An extra heavy-duty and robust hydraulically operated boom designed for strength, twist resistance and stability at all heights shall be supplied.
- 3.6.2 The turret shall provide 360° continuous rotation.
- 3.6.3 Where possible, provision shall be made for 220V power to be available at the end of the boom. This may be via a secondary plug-in at the bottom of the machine.

### **3.7 Hydraulic system**

- 3.7.1 The hydraulic system shall be fitted with features to prevent over pressurization.
- 3.7.2 The oil reservoir shall be fitted with a sight glass suitable for visual inspection of the fluid level.
- 3.7.3 An efficient filter shall be incorporated into the suction line of the hydraulic pump.
- 3.7.4 The hydraulic valves shall be grouped together for ease of maintenance.
- 3.7.5 Hydraulic pressure test points shall be fitted and grouped together.
- 3.7.6 Where possible steel tubing, which shall be treated with suitable corrosion protection, in lieu of rubber hosing, shall be used for hydraulic lines.
- 3.7.7 The hydraulic system shall be fail-safe in case of loss of hydraulic pressure, e.g. a burst hose.

### **3.8**      **Fuel Tank**

- 3.8.1      The tank capacity must allow for enough fuel for a twelve (12) hour shift.
- 3.8.2      The fuel line between the tank and the fuel pump must be fitted with an in-line strainer.
- 3.8.3      A water trap and in-line fuel filter shall be fitted after the pump.
- 3.8.4      The fuel cap(s) must be lockable with an attachment (e.g., chain) to the body of the machine. The tank must be fitted with a lockable manual drain valve.
- 3.8.5      Anti-syphoning system to be fitted to the fuel tank.
- 3.8.6      The tank must be manufactured from 316L stainless steel or durable high-density plastic.

### **3.9**      **Brakes**

- 3.9.1      The brake system shall, where applicable, enable the vehicle to comply with the latest specifications SANS 1027 and SANS SV1051, as well as the South African Road Traffic Act.

### **3.10**     **Working Platform**

- 3.10.1     An extra heavy duty and robust platform shall be supplied. The platform should be designed for strength, twist resistance and stability at all heights.
- 3.10.2     A side entry self-levelling platform shall be supplied. Platform shall be able to rotate through at least +/- 90°.
- 3.10.3     A grid type deck on the platform shall be supplied to prevent water from accumulating and operator standing in the water.
- 3.10.4     Where loose grating is supplied, grating shall be hot dipped galvanised in full compliance with SANS 121 for heavy duty applications.
- 3.10.5     The platform shall be equipped with hand and knee rails, and kick plates with a minimum height of 100mm as per EEAM-Q-006.

## **4. Electrical**

- 4.1 A 12/24 volt negative earth system is required.
- 4.2 An alternator (current regulator) shall be supplied.
- 4.3 Heavy duty maintenance free 12-volt batteries must be supplied and fitted in a suitable lockable corrosion proof battery compartment with a suitable drip tray. Details of battery carrier to be supplied.
- 4.4 A battery isolating switch must be fitted.
- 4.5 The machine shall be fitted with the following minimum lighting system:
- 2 x headlamps (Headlights shall be of the halogen type, where it proves of superior technology and is cost effective LED lights may be used.  
  
Transnet will make the final decision with regards to the technology. Headlamps should be able to withstand water at operating temperature).
  - 2 x LED tail lights
  - 2 x LED stop lights
  - 2 x LED front and 2 x LED rear direction indicator lights
  - 2 x LED reverse lights coupled to an automatic reverse warning sound mechanism
- 4.6 In addition to the above the machine shall be fitted with working lights located in the following positions:
- One on each side of the outer boom
  - One on each side of the rear-end, to illuminate to the rear of the machine, to switch on only when reverse is engaged.
- 4.7 All electric wiring must be colour coded, numbered, grommeted, sleeved, trunked and securely clamped. Wire numbers to be carried through into the schematic diagrams and detailed drawings.
- 4.8 A lockable and easily accessible fuse panel shall be supplied. The fuse box shall be provided with a schematic diagram showing the fuse rating as well as where it is fitted in the electrical circuit.
- 4.9 Electronic components must be protected from the surge in power whilst jump starting. Details of protection system used shall be furnished.
- 4.10 A spare 12 Volt connection shall be made available in the operator's cabin for the connection of a two-way radio.
- 4.11 A facility must be provided to prevent the starter motor from being energised whilst the engine is running.

## 5. Instrumentation

- 5.1 The following instruments or gauges, amongst others, shall be fitted and these must be always clearly visible to the operator:
- Speedometer with odometer
  - Temperature gauge for engine coolant and overheating
  - Electric fuel gauge
  - Engine oil pressure gauge or warning light
  - Engine hour meter
  - Low pressure warning light for air brakes
  - A back lit instrument panel is required
  - Transmission oil pressure fault indication
  - Load moment indicator
- 5.2 All additional instruments and gauges that will be fitted shall be listed separately.
- 5.3 The machine shall be equipped with a 'Load Moment' indicator system. Full details of system shall be furnished.
- 5.4 All additional instruments and gauges that will be fitted shall be listed separately.
- 5.5 Fault finding hardware and software, with output connection to a laptop computer, shall be supplied. Supplier shall load software onto client's laptop, and provide the training related to the fault-finding system.

## **6 Corrosion Protection**

- 6.1.1 The machine shall be painted in accordance with Specification EEAM-Q-008 (Corrosion Protection).
- 6.1.2 The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for above and is approved by the Employer.
- 6.1.3 The total paint dry film thickness (DFT) shall not be less than 250µm.
- 6.1.4 The colour scheme of the machine shall be as follows:
  - Body, chassis, rims, boom and platform painted red to colour spec. RAL 3020. No other colours shall be accepted.
- 6.1.5 All joints shall be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.
- 6.1.6 Drain holes shall be provided in areas where water can accumulate.
- 6.1.7 The paintwork shall be covered by a ten-year corrosion guarantee.
- 6.1.8 All aluminium components shall be suitably protected with an approved corrosion repellent.

## **6.2 Signage and Marking**

- 6.2.1 A machine data plate and a load chart shall be fitted on the instrument panel.
- 6.2.2 Durable, ultraviolet resistant and weather resistant warning signs shall be provided at all locations that impose a danger.
- 6.2.3 Durable, ultraviolet resistant and weather resistant information signs shall be provided in specific locations to assist the driver / maintenance staff with operation / maintenance.
- 6.2.4 A fuse diagram shall be displayed at the fuse box.
- 6.2.5 Retro-reflective tape shall be fitted to both sides and the rear of the machine.
- 6.2.6 Employer logos (white on the red background) shall be supplied and fitted, one logo on either side. The design, dimensions and position of the logos shall be as indicated by the Employer.
- 6.2.7 The Safe Working Load (SWL) of the working platform and Boom shall be clearly indicated.

## **7 Safety and Environment**

### **7.1 Safety Requirements**

- 7.1.1 The machine shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended.
- 7.1.2 The machine shall be fitted with a load moment device to prevent the machine from being operated outside its safe or stable envelope.
- 7.1.3 The machine shall be fitted with a travel alarm.
- 7.1.4 An emergency lowering system for the platform shall be fitted.
- 7.1.5 Hooks for attaching safety harnesses for at least two persons shall be fitted to the platform.
- 7.1.6 Access steps and safety handrails shall be provided where necessary.
- 7.1.7 All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material.
- 7.1.8 Suitable fire extinguishers shall be provided.
- 7.1.9 An override system shall be available to allow for a 110% statutory load test to be conducted.

### **7.2 Environmental Requirements**

- 7.2.1 The machine shall be recyclable.

## **8 Maintenance**

### **8.1 Lubrication**

- 8.1.1 A list of all recommended lubricants and the associated application shall be furnished by the supplier before the machine is delivered.
- 8.1.2 The grouped grease points must be clearly marked by means of a yellow circle of approximately 2.5 cm in diameter.

### **8.2 Accessibility**

- 8.2.1 All replaceable items including (but not limited to) critical components shall be designed for easy access, removal, and replacement.

## 9 General

- 9.1 The machine will only travel within the boundary of the port; however, it shall comply with the requirements of the South African Road Traffic Act where applicable.
- 9.2 All components fitted and supplied shall be new.
- 9.3 All components shall be installed and fitted according to the manufacturer's recommendations.
- 9.4 The machine shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be graduated in Systeme International (S.I.) units.
- 9.5 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape or sprayed with a petrolatum primer to prevent corrosion.
- 9.6 The machine must be supplied with detailed maintenance, operating, training and spares manuals (in English), including technical data for each spare, as well as general arrangement drawings and a bill of materials. Maintenance manuals to have sufficient information to allow terminal to capture maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and two electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee.

## 10 Referenced Specifications

### 10.1 Standard specifications

The following, not necessarily comprehensive, list of standard specifications are relevant:

ANSI/AWS D1.1	Structural Welding Code - Steel
BS-EN 287 Part 1	Approval testing of welders/fusion welding
BS-EN 288 Part 3	Specification and approval of welding procedures for metallic materials
BS 5135	Metal arc welding of carbon and carbon manganese steels
BS 4360/SABS 1431	Weldable structural steel
BS 3923	Methods for ultrasonic examination of welds
BS 2600	Radiographic examination of fusion welded butt joints in steel
BS 5493	Code of practice for protective coating of iron and steel structures against corrosion
DIN 1026	Metric channels
ISO R657	Angles
SANS 094	The use of high strength friction grip bolts and nuts
SANS 135	ISO metric bolts, screws and nuts (hexagon and square) (coarse thread, free fit series)
SANS 136	ISO metric precision hexagon-head bolts and screws, and hexagon nuts (coarse thread medium fit series)
SANS 064	Preparation of steel surfaces for coating
SANS 763	Hot-dip (galvanized) zinc coatings
SANS 1091	National colour standards for paint
SANS 1431	Weldable structural steels

Regardless of which specifications are actually worked to when manufacturing Plant and Materials, such Plant and Materials shall be capable of satisfactorily passing all tests laid down in the standard specifications called for.

## **10.2 Employer specifications**

The following Employer specifications are relevant:

EEAM-Q-002	Hydraulic Plant
EEAM-Q-004	Gearing, shafts, bearings, brakes, lubrication, vee-belts, keys and keyways
EEAM-Q-006	Structural steelwork
EEAM-Q-008	Corrosion protection
EEAM-Q-009	Quality Management
EEAM-Q-013	Handover Documentation

**End of Document**

## TECHNICAL SPECIFICATION

**SUBJECT** : Articulated Boom  
Work Platform

**DOCUMENT NO** : TPT\_TS\_BWP





**REV NO.** : 3

**DATE OF ISSUE** : 2 February 2015

## AMENDMENT RECORD

Rev	Section	Description of Change
1	2.1.2	Machine requirements changed (e.g. load, platform height, ...)
	3.6.2	Remove "continuous rotation".
	3.7.7	Add clause for hydraulic system to fail safe.
	3.10.9 & 10	Add "AC power cord" and "welder cables" to platform
	3.11.1	Electrical system shall be 12 Volt.
	3.11.2	Batteries shall be gel type maintenance free.
	13.4.6 & 7	Add Employer's logo and Safe Working Load
	6.5	Remove clause that machine shall be homologated
	4.1.9	Add clause: "Interlock between control stations..."
	1	Add atmospheric conditions where machine will work to clause 1.
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	2.2	Remove clause 2.2: Constraints None.
	2.2/2.3	Swap clauses 2.2 (Ergonomics) and 2.3 (Site Specific Requirements) around.
	2.3	List site specific requirements to be stated in Goods Information
	3.2.15	Move clause re engine to EUROMOT III from clause 4.2.1
	3.5.4	Add clause: "Wheel nut position indicators provided for all wheel nuts."
	3.11.5	Add to clause: "All lights, except headlights, to be of the LED type."
	3.11.7	Add to clause: "... back-up buzzer, "and shall be in the range of 80 – 85 dB."
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3	4.1.10	Add clause: "Override system for 110% statutory load test."
	4.2.1	Add clause: "The machine shall be recyclable."
	6.6	Add clause for manuals, technical data, etc.





### CHANGE MANAGEMENT CONTROL

Name	Department	Signature	Date
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Ben Blom	Senior Project Manager		26/2/2015
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Raymond van Rooyen	Executive Manager: SHEQ		30/04/15
Shepherd Nkosi	TPT Energy Manager		
Akash Maharaj	Capacity Planning and Project Manager		10/04/15

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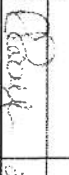
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Akash Maharaj	Capacity Planning and Project Manager		

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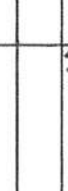
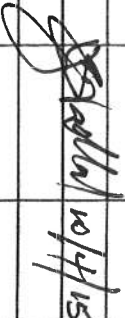
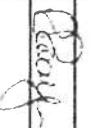
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## **1. Scope**

This specification is for a self-propelled diesel engine driven articulated boom work platform. The machine shall be utilised for maintenance and repairs to the various types of port equipment.

The machine shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended or equivalent international standard for mobile lifting equipment such as ISO, DIN, etc.

The machine shall be designed to operate in a heavily saline, dust laden coastal corrosive environment, where ambient temperatures encountered may range from 0° C to +45° C dry bulb, with relative humidities varying from 15% to 100%. Machine must also be able to operate on any floor surface and negotiate speed bumps.

## **2. Operational Requirements**

### **2.1 Equipment Functionality and Design**

The machine shall comply with the following requirements:

- 2.1.1 Travel speed  $\geq 4.5$  km/h
- 2.1.2 Gradeability with load at 1.6 km / hr  $\geq 30\%$
- 2.1.3 Turret and boom rotation  $\geq 270^\circ$
- 2.1.4 Platform rotation  $\geq 150^\circ$
- 2.1.5 Platform length  $\geq 1\ 750$  mm (unless otherwise stated in the Goods Information)
- 2.1.6 Platform width  $\geq 700$  mm (unless otherwise stated in the Goods Information)

### **2.2 Site Specific Requirements**

Refer to the Goods Information for the following specific requirements:

- 2.2.1 Platform load capacity
- 2.2.2 Platform height (not working height) machine platform can reach
- 2.2.3 Horizontal reach of machine
- 2.2.4 Platform length and width (if different from 2.1.5 / 6 above)

### **2.3 Ergonomics**

- 2.3.1 All controls shall be ergonomically designed for ease of operation.

- 2.3.2 In addition to the controls located on the platform, the machine shall have a control station at the bottom of the machine which will enable the operation of the various motions of the boom and platform.

### **3. Technical Requirements**

#### **3.1 Chassis**

- 3.1.1 The machine shall be fitted with front end rear towing hooks.
- 3.1.2 The machine shall be fitted with lifting eyes.

#### **3.2 Diesel Engine**

- 3.2.1 The engine shall be robust; four-stroke water cooled and have sufficient power for the duty required.
  - 3.2.2 The engine shall be easily accessible for maintenance purposes.
  - 3.2.3 The engine shall be housed in a fire proof, noise dampening enclosed compartment. Noise level outside the compartment shall not exceed 80 dB.
  - 3.2.4 The engine shall be protected against entry of dust and grit. All openings such as breathers, oil filter, dipstick, etc. shall be provided with effective sealing devices.
  - 3.2.5 The engine shall be fitted with drip trays to prevent oil spillage during operation.
  - 3.2.6 An efficient three-stage dry type air cleaner (stage 1 – spinner, stage 2 – centrifugal, stage 3 – dry element) shall be fitted.
  - 3.2.7 The air intake shall not be positioned near any of the wheels.
  - 3.2.8 The exhaust shall be sufficiently silenced in such a manner as not to adversely affect the engine performance to any great extent.
  - 3.2.9 A full length stainless steel exhaust shall be fitted.
  - 3.2.10 The exhaust outlet shall be reasonably positioned and shall be of the 'goose neck' type to prevent the ingress of water.
  - 3.2.11 The exhaust pipe shall be protected by a stainless steel heat shield if it is exposed and could cause injury to the driver or any other person.
  - 3.2.12 An efficient pressure fed engine lubrication system is required and shall incorporate an external oil filter of the full flow type, utilising elements of the replaceable cartridge type.
  - 3.2.13 An engine monitor and cut-out system shall be fitted to protect the engine from overheating, low oil pressure and over revving under no load conditions.
  - 3.2.14 The following functions shall be monitored: water temperature, water level and oil pressure.
  - 3.2.15 The engine shall comply with 'EUROMOT III' with regard to emission standards.
- #### **3.3 Transmission / Propulsion**
- 3.3.1 A four wheel drive system is required.
  - 3.3.2 A fully automatic transmission is required.
  - 3.3.3 The transmission must be fitted with a tamperproof mechanical or electronic forward/reverse protection device. It must prevent the driver from engaging reverse whilst the machine is still moving forward and vice versa.

- 3.3.4 The transmission shall provide excellent inching control.
- 3.3.5 The machine shall be fitted with a free wheeling device.
- 3.4**  
**Axles**
  - 3.4.1 The machine shall be equipped with a hydrostatic power steering system.
  - 3.4.2 The machine shall be required to negotiate rough terrain and oscillation of the steering axle is required to allow for working on uneven surfaces.
- 3.5**  
**Road Wheels**
  - 3.5.1 Foam filled tyres manufactured in the Republic of South Africa or tyres which are readily available in South Africa shall be fitted.
  - 3.5.2 Tyres and rims must conform to the standards as laid down in S.A.N.S. ARP 007 and ARP 008 and shall be of an approved brand.
  - 3.5.3 Rims shall be interchangeable.
  - 3.5.4 Wheel nut position indicators shall be provided for all wheel nuts
- 3.6**  
**Turret and Boom**
  - 3.6.1 An extra heavy duty and robust hydraulically operated boom designed for strength, twist resistance and stability at all heights shall be supplied.
  - 3.6.2 The turret shall provide at least 270° rotation.
  - 3.6.3 All access panels which are top hinged shall be fitted with gas struts.
- 3.7**  
**Hydraulic system**
  - 3.7.1 The hydraulic system shall be fitted with features to prevent the over pressurisation.
  - 3.7.2 The oil reservoir shall be fitted with a sight glass suitable for visual inspection of the fluid level.
  - 3.7.3 An efficient filter shall be incorporated into the suction line of the hydraulic pump.
  - 3.7.4 The hydraulic valves shall be grouped together for ease of maintenance.
  - 3.7.5 Hydraulic pressure test points shall be fitted and grouped together.
  - 3.7.6 Where possible steel tubing, which shall be treated with suitable corrosion protection, in lieu of rubber hosing, shall be used for hydraulic lines.
  - 3.7.7 The hydraulic system shall be fail-safe in case of loss of hydraulic pressure; e.g. a burst hose.
- 3.8**  
**Fuel Tank**
  - 3.8.1 A stainless steel fuel tank is required.
  - 3.8.2 The tank capacity shall allow for enough fuel for an eight hour shift.
  - 3.8.3 The fuel line between the tank and the fuel pump shall be fitted with an inline fuel filter.

- 3.8.4 The tank shall be protected from accidental damage from all sides.
- 3.8.5 The fuel cap(s) shall be lockable.
- 3.8.6 The tank shall be fitted with a lockable manual drain valve.
- 3.9 Brakes**
  - 3.9.1 The brake system shall, where applicable, enable the vehicle to comply with the latest specifications SANS 1027 and SANS SV1051, as well as the South African Road Traffic Act.
- 3.10 Platform**
  - 3.10.1 An extra heavy duty and robust platform shall be supplied. The platform should be designed for strength, twist resistance and stability at all heights.
  - 3.10.2 A side entry self levelling platform shall be supplied. Platform shall be able to rotate through at least 150°.
  - 3.10.3 A grid type deck on the platform shall be supplied in order to prevent water from accumulating and operator standing in the water.
  - 3.10.4 Where loose grating is supplied, grating shall be hot dipped galvanised in full compliance with SANS 121 for heavy duty applications.
  - 3.10.5 The platform shall be equipped with hand and knee rails, and kick plates with a minimum height of 100mm as per EEAM-Q-006.
  - 3.10.6 A waterproof control panel fitted with joy sticks to control all the functions shall be fitted.
  - 3.10.7 An operator's tool box / tray shall be fitted on the platform.
  - 3.10.8 The machine shall be fitted with piping that will enable feeding compressed air from a separate air supply at the bottom of the machine to the platform.
  - 3.10.9 The machine shall be fitted with a 230V power cord to the platform.
  - 3.10.10 The machine shall be fitted with welding leads to the platform.
- 3.11 Electrical**
  - 3.11.1 A 12 volt negative earth system is required.
  - 3.11.2 Heavy duty gel type maintenance free batteries shall be supplied and fitted in a suitable lockable corrosion proof battery carrier or tray.
  - 3.11.3 The batteries shall be accessible from the top for easy maintenance.
  - 3.11.4 A battery isolating switch in an accessible position shall be fitted.
  - 3.11.5 The machine shall be fitted with suitable headlamps, tail / stop lights and direction indicator lights, front and rear. The machine shall also contain adequate platform lighting for night time operations. All lights, with exception of the headlights, to be of the LED type.

- 3.11.6 An audible hooter shall be fitted with a minimum sound level of 93dB as per SANS 10169:2004.
  - 3.11.7 The machine shall be fitted with an audible back-up buzzer, and shall be in the range of 80 – 85 dB.
  - 3.11.8 An amber strobe light shall be fitted in such a manner as to not hinder the operator.
  - 3.11.9 The strobe light shall function whether or not the engine is running.
  - 3.11.10 All electric wiring shall be colour coded, numbered, grommited, sleeved, trunked and securely clamped. Wire numbers to be carried through into the schematic diagrams and detailed drawings
  - 3.11.11 Fuse panel/trip switches shall be easily accessible.
  - 3.11.12 The fuse box shall be fitted with a locking device.
  - 3.11.13 An electrical power take off point for boost charging the batteries shall be supplied and fitted with a two pin female receptor rated for 600V 175A. ("ANDERSON" or equivalent).
  - 3.11.14 Electronic components must be protected from the surge in power whilst jump starting.
- 3.12 Instrumentation**
- 3.12.1 The following instruments or gauges, amongst others, shall be fitted and these must be clearly visible to the operator at all times:
    - Temperature gauge for engine coolant and overheating
    - Electric fuel gauge
    - Engine oil pressure gauge and oil pressure warning light
    - Engine hour meter
    - A back lit instrument panel is required
    - Voltmeter (for battery charge status)

**3.13 Painting**

- 3.13.1 The machine shall be painted in accordance with Specification EEAM-Q-008 (Corrosion Protection).
- 3.13.2 The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for above, and is approved by the Employer.
- 3.13.3 The total paint dry film thickness (DFT) shall not be less than 250µm.
- 3.13.4 The colour scheme of the machine shall be as follows:
  - Body, chassis, rims, boom and platform painted red to colour spec. RAL 3020
- 3.13.5 No other colours shall be accepted.
- 3.13.6 All joints shall be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.
- 3.13.7 Drain holes shall be provided in areas where water can accumulate
- 3.13.8 The paintwork shall be covered by a ten year corrosion guarantee.
- 3.13.9 All aluminium components shall be suitably protected with an approved corrosion repellent.

**3.14 Signage and Markings**

- 3.14.1 A machine data plate and a load chart shall be fitted on the instrument panel.
- 3.14.2 Durable, ultraviolet resistant and weather resistant warning signs shall be provided at all locations that impose a danger.
- 3.14.3 Durable, ultraviolet resistant and weather resistant information signs shall be provided in specific locations to assist the driver / maintenance staff with operation / maintenance.
- 3.14.4 A fuse diagram shall be displayed at the fuse box.
- 3.14.5 Retro-reflective tape shall be fitted to both sides and the rear of the machine.
- 3.14.6 Employer logos (white on the red background) shall be supplied and fitted, one logo on either side. The design, dimensions and position of the logos shall be as indicated by the Employer.
- 3.14.7 The Safe Working Load (SWL) of the working platform shall be clearly indicated.

**4. Safety and Environment**

**4.1 Safety Requirements**

- 4.1.1 The machine shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended.
- 4.1.2 The machine shall be fitted with a load moment device to prevent the machine from being operated outside its safe or stable envelope.
- 4.1.3 The machine shall be fitted with a travel alarm.
- 4.1.4 An emergency lowering system for the platform shall be fitted.
- 4.1.5 Hooks for attaching safety harnesses for at least two persons shall be fitted to the platform.
- 4.1.6 Access steps and safety handrails shall be provided where necessary.
- 4.1.7 All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material.
- 4.1.8 Suitable fire extinguishers shall be provided.
- 4.1.9 An interlock shall be provided that will disable the control station at the bottom of the machine (ground level) if the control station on the platform is being used, and vice versa.
- 4.1.10 An override system shall be available to allow for a 110% statutory load test to be conducted.

**4.2 Environmental Requirements**

- 4.2.1 The machine shall be recyclable.

## **5. Maintenance**

### **5.1 Lubrication**

- 5.1.1 The machine shall be fitted with a centralised manual greasing system.
- 5.1.2 The grouped grease points must be clearly marked by means of a yellow circle of approximately 2.5 cm in diameter.
- 5.1.3 Inaccessible grease points shall be provided with extended "grease piping" connected to the grease nipple mounted in an accessible position.

### **5.2 Accessibility**

- 5.2.1 All replaceable items including (but not limited to) critical components shall be designed for easy access, removal and replacement.

## **6. General**

- 6.1 The machine will only travel within the boundary of the port; however, it shall comply with the requirements of the South African Road Traffic Act where applicable.
- 6.2 All components fitted and supplied shall be new.
- 6.3 All components shall be installed and fitted according to the manufacturer's recommendations.
- 6.4 The machine shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be graduated in Systeme International (S.I.) units.
- 6.5 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape (Denzo or similar).
- 6.6 Vee-belts and pulleys shall be to an established standard.
- 6.7 Bearings shall be rated for a L10 service life under the stated maximum loads and conditions encountered in a Port working environment.
- 6.8 The machine must be supplied with detailed maintenance, operating, training and spares manuals (in English), including technical data for each spare, as well as general arrangement drawings and a bill of materials. Maintenance manuals to have sufficient information to allow terminal to capture maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and two electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee.

## **7. Referenced Specifications**

### **7.1 Standard specifications**

The following, not necessarily comprehensive, list of standard specifications are relevant:

ANSI/AWS D1.1                      Structural Welding Code - Steel

BS-EN 287 Part 1	Approval testing of welders/fusion welding
BS-EN 288 Part 3	Specification and approval of welding procedures for metallic materials
BS 5135	Metal arc welding of carbon and carbon manganese steels
BS 3923	Methods for ultrasonic examination of welds
BS 2600	Radiographic examination of fusion welded butt joints in steel
BS 5493	Code of practice for protective coating of iron and steel structures against corrosion
DIN 1026	Metric channels
ISO R657	Angles
SANS 135	ISO metric bolts, screws and nuts (hexagon and square) (coarse thread, free fit series)
SANS 136	ISO metric precision hexagon-head bolts and screws, and hexagon nuts (coarse thread medium fit series)
SANS 064	Preparation of steel surfaces for coating
SANS 763	Hot-dip (galvanized) zinc coatings
SANS 1091	National colour standards for paint
SANS 1431	Weldable structural steels

Regardless of which specifications are actually worked to when manufacturing Plant and Materials, such Plant and Materials shall be capable of satisfactorily passing all tests laid down in the standard specifications called for.

## 7.2

### Employer specifications

The following Employer specifications are relevant:

EEAM-Q-006	Structural steelwork
EEAM-Q-008	Corrosion protection
EEAM-Q-009	Quality Management

**End of Document**

## PART 4: SITE INFORMATION

### 1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

#### 1.1 General Description

The Cape Town Container Terminal is mainly used as a transshipment hub. The terminal uses various types of container handling equipment inside the port. CTCT operates on the system whereby a container will be offloaded from a vessel by the STS Crane onto a Hauler & Trailer and then taken to the stacking area where a RTG crane or Reach Stacker will offload the container and place it in the stack. Every piece of equipment plays an important role in the loading/offloading cycle.



*Figure 1: Aerial view of Cape Town Container Terminal*

#### 1.2 Existing Buildings, Structures, Plant and Machinery on Site

The following building and facilities presently exist on the Site (but not limited to the list below):

- Buildings (Administration, Canteen, Mafi & Shop 17 Workshops and Quayside operational buildings, Training Centre, Procurement)
- Parkhomes
- Palisade fence

- Substations
- Stacking areas
- Scrapyard are
- Reefer plugs
- Equipment (Ships to shore cranes, Rubber Tyre gantry, Straddle Carrier, Rail Mounted Gantry, Forklift, bathtub trailers, haulers/ mafi).

The other

### 1.3 Hidden Services

The following (hidden) existing services are expected to be present on Site:

- Storm water
- Sewers
- Domestic water pipelines
- Fibre-optic telecommunications line(s),
- Electrical supply (LV and MV) for equipment and facilities.

While every effort has been made to provide a fairly comprehensive list, it cannot be assumed that the existing services are limited to this list. The Contractor must assume that all wires are live and that all services are in-service.

### 1.4 Other Reports and Publicly Available Information

#### 1.4.1 Climate and Weather

The values are retained from the monthly weather forecast for the Port of Port Elizabeth / Gqeberha as listed below:

<b>Ambient temperatures:</b>	<b>5 - 45°C</b>
<b>Relative humidity:</b>	Up to 100% (dewpoint)
<b>Corrosive atmosphere:</b>	Severe
<b>Air pollution:</b>	Moderate, heavy saline and diesel fumes
<b>Function of site:</b>	Container handling