
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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

RFP NUMBER	: TPT/2025/02/0043/88691/RFP
ISSUE DATE	: 07 November 2025
COMPULSORY BRIEFING	: 14 November 2025
CLOSING DATE	: 24 November 2025
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

- 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

Contents

Number Heading

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C3.3 **Annexures**

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Technical Specification TPT_TS_TTB_Rev 00_ 30 Aug 2023

EEAM-Q-006_Specification For Structural Steel Work

EEAM-Q-008_Specificaion For Corrosion Protection

Transnet Quality Standard-QAL-STD-0001_General Quality

Requirements for Contractors and Suppliers.

Part C4: Site Information

C4.1 Site Information

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	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.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted via Microsoft Teams on Friday the 14th of November 2025, at 11:00am [11 O'clock] for a period of ± 2 (two) hours.</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of individuals arriving late. Should the Tenderers wish to participate in the initial tender compulsory briefing session, the Tenderers may access the Compulsory Briefing Session using the links below:</p> <p>Microsoft Teams meeting Microsoft Teams Need help? Join the meeting now Meeting ID: 339 749 098 747 17 Passcode: e57Me2zK</p> <hr/> <p>Dial in by phone +27 21 835 5059,895401004# South Africa, Cape Town Find a local number Phone conference ID: 895 401 004#</p> <p>Join on a video conferencing device Tenant key: teams@transnet.onpexip.com</p>
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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

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	<p>Video ID: 127 520 529 4 More info For organizers: Meeting options Reset dial-in PIN http://intranet.inter.transnet.local/Videos/General/Transnet%20Recovery%20Plan/VID-20231214-WA0000?Web=1</p> <p>A returnable T2.2-01 Certificate of Attendance should be completed and sent to Wiseman Xaba @ wiseman.xaba2@transnet.net for sign off on behalf of the Employers Agent by 17:00 on the 14th November 2025.</p>
CLOSING DATE	<p>12h00pm on (24 November 2025) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;



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- 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 T2.2-20 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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:



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

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



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
	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 Price Schedule C3.1 Goods Information



C.1.4 The Employer’s agent is: Procurement Officer

Name: Wiseman Xaba

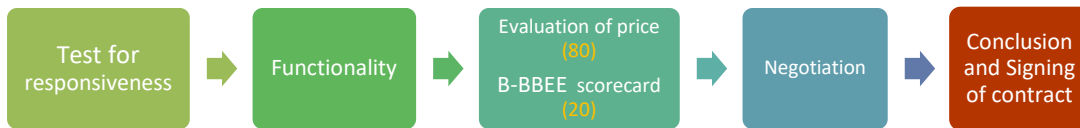
Address: Transnet Port Terminals
2nd Floor, 202 Anton Lembede Street,
Durban Central
Durban
4001

Tel No. 0818647514

E – mail Wiseman.Xaba2@transnet.net

C.2.1 **EVALUATION METHODOLOGY**

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



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

1. Stage One

1.1 Step One: Test for Administrative Responsiveness

Administrative responsiveness check
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

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



1.2 Step Two: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
<ul style="list-style-type: none"> • Whether any general pre-qualification criteria set by Transnet, have been met
<ul style="list-style-type: none"> • Whether the Bid contains a priced offer
<ul style="list-style-type: none"> • Whether the Bid materially complies with the scope and/or specification given
<ul style="list-style-type: none"> • Whether any Pre-qualification criteria have been met as follows: <ul style="list-style-type: none"> – Proof of attendance of the compulsory briefing session completed and signed T2.2-01 Certificate of Attendance – 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

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation.

2. Stage Two

2.1 Step Three: Functionality (Minimum Threshold of 70 points for Technical Criteria)

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. **A returnable T2.2-01 Certificate of Attendance should be completed and sent to Wiseman Xaba @ wiseman.xaba2@transnet.net for sign off on behalf of the Employers Agent by 17:00 on the 14th November 2025.**



Any addenda to the RFP or clarifications will be published on the Transnet website. Bidders are required to check the Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.

Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: TPT/2025/02/0043/88691/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

Wiseman.Xaba2@transnet.net

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

C.2.15 The closing time for submission of tender offers is:

Time: **12:00pm** on the **24 November 2025**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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



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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. Proof of registration on the Central Supplier Database;

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).

Technical Evaluation Scorecard for 2x Manlift Cranes for CTCT					
Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting (%)
		<p>Formula:</p> $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight} (\%)$			
Operational & Technical	Guarantees on Structures of the manlift cranes	Score 100 = For a guarantee on the structures ≥ 10 years Score 80 = For a guarantee on the structures ≥ 9 years but < 10 years Score 60 = For a guarantee on the structures ≥ 8 years but < 9 years Score 40 = For a guarantee on the structures ≥ 6 years but < 8 years Score 20 = For a guarantee on the structures ≥ 5 years but < 6 years Score 0 = For a guarantee on the structures < 5 years	T2.2-02	Guarantee Offered	10
	Guarantee on components of the manlift cranes (such as hydraulic, mechanical, electrical, pneumatics, controls, instrumentation, electronic and other components)	Score 100 = For a guarantee on all components of the manlift cranes ≥ 12 months Score 0 = For a guarantee on all components of the manlift	T2.2-02	Guarantee Offered	5

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		cranes < 12 months			
	Corrosion Protection compliant with EEAM-Q-008: Corrosion Protection Guarantee of the manlift cranes	<p>Score 100 = For a corrosion protection guarantee ≥ 10 years</p> <p>Score 80 = For a corrosion protection guarantee ≥ 9 years but < 10 years</p> <p>Score 60 = For a corrosion protection guarantee ≥ 8 years but < 9 years</p> <p>Score 40 = For a corrosion protection guarantee ≥ 6 years but < 8 years</p> <p>Score 20 = For a corrosion protection guarantee ≥ 5 years but < 6 years</p> <p>Score 0 = For a corrosion protection guarantee < 5 years</p>	T2.2-02	Guarantee on Paint	5
	Compliance to Employer's Technical Specification TPT_TS_BWP Rev3 (Minimum Sub-Score : 15 points)	<p>Score 100 = 122 compliant clauses</p> <p>Score 75 = < 122 but > or = 104 compliant clauses</p> <p>Score 50 = < 104 but > or = 86 compliant clauses</p> <p>Score 0 = < 86 compliant clauses</p>	T2.2-03	Compliance to Employer's Technical Specification	30
	Compliance to Employer's Technical Specification TPT_TS_TH Rev0 (Minimum Sub-Score : 15 points)	<p>Score 100 = 148 compliant clauses</p> <p>Score 75 = < 148 but > or = 126 compliant clauses</p> <p>Score 50 = < 126 but > or = 104 compliant clauses</p> <p>Score 0 = < 104</p>	T2.2-03	Compliance to Employer's Technical Specification	30



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		compliant clauses			
	Sub-total				80
Track Record	<u>Articulated Boom Work Platform:</u> Tenderers are required to submit contactable references in the form of signed reference letters from their clients. These letters must be: - Printed on the client's official company letterhead, - Signed by an authorized representative of the client, - Clearly state the number of manlift cranes (with a minimum capacity of at least 200 kg and a platform height of at least 28 m) supplied by the bidder over the last five (5) years, and - Confirm whether these cranes were delivered to customers or used as hire machines.	Score 100 = 5 or more Articulated Boom Work Platforms supplied Score 80 = 4 Articulated Boom Work Platforms supplied Score 60 = 3 Articulated Boom Work Platforms supplied Score 40 = 2 Articulated Boom Work Platforms supplied Score 20 = 1 Articulated Boom Work Platforms supplied Score 0 = 0 Articulated Boom Work Platforms supplied in the last 5 years	T2.2-04	No. of units supplied & references	5
	<u>Telescopic handler:</u> Tenderers are required to submit contactable references in the form of signed reference letters from their clients. These letters must be: - Printed on the client's official company letterhead, - Signed by an authorized representative of the client, - Clearly state the number of manlift cranes (with a minimum	Score 100 = 5 or more Telescopic Handlers supplied Score 80 = 4 Telescopic Handlers supplied Score 60 = 3 Telescopic Handlers supplied Score 40 = 2 Telescopic Handlers supplied Score 20 = 1 Telescopic Handlers supplied Score 0 = 0 Telescopic Handlers supplied in the last 5 years	T2.2-04	No. of units supplied & references	5

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	capacity of at least 5000 kg and a platform height of at least 25 m) supplied by the bidder over the last five (5) years, and - Confirm whether these cranes were delivered to customers or used as hire machines.				
	Sub-total				10
Lead time	Lead time from contract award to commissioning & handover (end of endurance testing) of articulated boom work platform (manlift) crane.	Score 100 = For a lead time ≤ 6 months Score 80 = For a lead time > 6 months but ≤ 7 months Score 60 = For a lead time > 7 months but ≤ 8 months Score 40 = For a lead time > 8 months but ≤ 9 months Score 20 = For a lead time > 9 months but ≤ 10 months Score 0 = For a lead time > 10 months	T2.2-05	Lead Time in months	5
	Lead time from contract award to commissioning & handover (end of endurance testing) Telescopic handler (manlift) crane.	Score 100 = For a lead time ≤ 6 months Score 80 = For a lead time > 6 months but ≤ 7 months Score 60 = For a lead time > 7 months but ≤ 8 months Score 40 = For a lead time > 8 months but ≤ 9 months Score 20 = For a lead time > 9 months but ≤ 10 months Score 0 = For a lead time > 10 months	T2.2-05	Lead Time in months	5



	Sub total				10
	TOTAL RATING				100
	Minimum Compliance Sub-Score Threshold	= 15 points per criterion			
	<i>A bidder must achieve a minimum of 15 points in BOTH "Compliance to Employer's Technical Specification" criteria to qualify.</i>				
	Technical Qualification Threshold = 70 points				

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

- T2.2-02 **Evaluation Schedule:** Guarantees and Warrantees
- T2.2-03 **Evaluation Schedule:** Compliance to Employers Technical Specifications
- T2.2-04 **Evaluation Schedule:** Track Record
- T2.2-05 **Evaluation Schedule:** Lead Time

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

The formular:

$$Points = \frac{Score}{100} \times Weight (Points)\%$$

The above formular will be used to convert the scores into points.

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.



5. **Step Four: Evaluation and Final Weighted Scoring**

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 Points

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

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 1 OR 2	10
Black Owned Entities (51% BO)	10
TOTAL SCORE	20



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 Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annexures
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level 1 OR 2 =10 Black Owned Entities (51% BO) =10	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.

6. Step Five Post Tender Negotiations (if applicable)

Transnet reserves the right to negotiate market-related price with the tenderer scoring the highest points or cancel the tender; if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender; if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender. If the market related price is not agreed as envisaged in this paragraph Transnet will cancel the tender.

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.

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

T2.1 List of Returnable Documents

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

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

2.1.2 Stage Five as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-02 **Evaluation Schedule:** Guarantees and Warrantees
- T2.2-03 **Evaluation Schedule:** Compliance to Employers Technical Specifications
- T2.2-04 **Evaluation Schedule:** Track Record
- T2.2-05 **Evaluation Schedule:** Lead Time

2.1.3 Returnable Schedules:

General:

- T2.2-06 Recommended Maintenance Spares
- T2.2-07 Critical Spares List
- T2.2-08 Site Establishment
- T2.2-09 Authority to submit a Tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources
- T2.2-14 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)
- T2.2-15 Approved Guarantee Issuers_2024_v1.2
- T2.2-16 SBD1 Form

Agreement and Commitment by Tenderer:

- T2.2-17: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: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, FOR A PERIOD OF 12 MONTHS ,AS ONCE OFF SUPPLY.

- T2.2-20 RFP – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-24 Insurance provided by the Contractor
- T2.2-25 Form of Intent to provide a Performance Guarantee
- T2.2-26 Forecast Rate of Invoicing
- T2.2-27 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 C1.3 FORMS OF SECURITIES

2.5 C2.1 PRICING INSTRUCTIONS (ACTIVITY SCHEDULE)

2.6 C2.2 ACTIVITY SCHEDULE



T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company
Name/Member of
Joint Venture)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Microsoft Teams	
On (date)	14th November 2025	Starting time:11h00

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



<p>Two (2) x Manlift Cranes (Articulated Boom Work Platform and Telescopic Handler)</p>	<p>Guarantees and Warranties</p>	<p>Tender Schedule: T2.2-02</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 warranty 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.

Lead-time for on-site Technical Support: _____ hours



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

Weight 10% of Technical Evaluation Criteria Score	Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
Score	Number of years guarantees and warranties of the Structure
100	For a guarantee on the structures ≥ 10 years
80	For a guarantee on the structures ≥ 9 years but < 10 years
60	For a guarantee on the structures ≥ 8 years but < 9 years
40	For a guarantee on the structures ≥ 6 years but < 8 years
20	For a guarantee on the structures ≥ 5 years but < 6 years
0	For a guarantee on the structures < 5 years

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:

Weight 5% of Technical Evaluation Criteria Score	Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
Score	Number of months guarantee and warranties on all components of the manlift cranes
100	For a guarantee on all components of the manlift cranes ≥ 12 months
0	For a guarantee on all components of the manlift cranes < 12 months



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

Weight 5% of Technical Evaluation Criteria Score	Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
Score	Number of years guarantees on Corrosion Protection of the manlift cranes
100	For a corrosion protection guarantee \geq 10 years
80	For a corrosion protection guarantee \geq 9 years but $<$ 10 years
60	For a corrosion protection guarantee \geq 8 years but $<$ 9 years
40	For a corrosion protection guarantee \geq 6 years but $<$ 8 years
20	For a corrosion protection guarantee \geq 5 years but $<$ 6 years
0	For a corrosion protection guarantee $<$ 5 years

Signed _____

Date _____

Name _____

Position _____

Tenderer



Telescopic boom work platform (manlift) crane	Compliance to Employer's Technical Specification	Tender Schedule: 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.

(Tenderer to submit the equipment specification or manual similar to that requested within the Scope of Work)

IMPORTANT NOTICE TO BIDDERS:

Minimum Compliance Score: To be eligible for award, a bidder must achieve a minimum score of **15 points** for this Compliance to Employer's Technical Specification schedule. Failure to meet this minimum score will result in automatic disqualification.

Right to Review Non-Compliances: Transnet reserves the right to review, evaluate, and reject any "No" response and its accompanying commentary. A "No" response will be deemed **non-compliant and unsatisfactory** if the justification (**comment**):

- Fails to provide a technically sound and commercially viable alternative.
- Introduces an unacceptable operational, safety, or maintenance risk to Transnet.
- Is vague, incomplete, or fails to reference supporting documentation.

Disqualification for High-Risk Non-Compliance: Transnet may, at its sole discretion, disqualify a bidder if the cumulative nature or criticality of the non-compliances is judged to present an unacceptable risk to the project's success, even if the minimum score of 15 points is technically achieved.

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
1. Scope		
1		
2. Operational Requirements		
2.1 Equipment Functionality and Design		
2.1.1		
2.1.2		
2.1.3		
2.1.4		
2.1.5		
2.1.6		



DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

2.2 Site Specific Requirements		
2.2.1		
2.2.2		
2.2.3		
2.2.4		
2.3 Ergonomics		
2.3.1.		
2.3.2		
3. Technical Requirements		
3.1 Chassis		
3.1.1		
3.1.2		
3.2 Diesel Engine		
3.2.1		
3.2.2		
3.2.3		
3.2.4		
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		
3.3 Transmission/Propulsion		
3.3.1		
3.3.2		
3.3.3		
3.3.4		
3.3.5		
3.4 Axles		
3.4.1		
3.4.2		
3.5 Road Wheels		
3.5.1		
3.5.2		
3.5.3		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

3.5.4		
3.6 Turret and Boom		
3.6.1		
3.6.2		
3.6.3		
3.7 Hydraulic system		
3.7.1		
3.7.2		
3.7.3		
3.7.4		
3.7.5		
3.7.6		
3.7.7		
3.8 Fuel Tank		
3.8.1		
3.8.2		
3.8.3		
3.8.4		
3.8.5		
3.8.6		
3.9 Brakes		
3.9.1		
3.10 Platforms		
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		
3.11 Electrical		
3.11.1		
3.11.2		
3.11.3		
3.11.4		
3.11.5		
3.11.6		
3.11.7		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

3.11.8		
3.11.9		
3.11.10		
3.11.11		
3.11.12		
3.11.13		
3.11.14		
3.12 Instrumentation		
3.12.1		
3.13 Paintings		
3.13.1		
3.13.2		
3.13.3		
3.13.4		
3.13.5		
3.13.6		
3.13.7		
3.13.8		
3.13.9		
3.14 Signature and Marking		
3.14.1		
3.14.2		
3.14.3		
3.14.4		
3.14.5		
3.14.6		
3.14.7		
4. Safety and Environment		
4.1 Safety Requirements		
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		
4.2 Environmental Requirements		



4.2.1		
5. Maintenance		
5.1 Lubrication		
5.1.1		
5.1.2		
5.1.3		
5.2 Accessibility		
5.2.1		
6. General		
6.1		
6.2		
6.3		
6.4		
6.5		
6.6		
6.7		
6.8		
7. Referenced Specifications		
7.1 Standard Specifications		
7.2 Employer Specifications		

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

Weight 30% of Technical Evaluation Criteria Score	Formula:
	Points = $\frac{\text{Score}}{100} \times \text{Weight} (\%)$
Score	Compliance to Employer's Technical Specification
100	122 compliant clauses
75	< 122 but > or = 104 compliant clauses
50	< 104 but > or = 86 compliant clauses
0	< 86 compliant clauses

Signed _____ Name _____ Position _____ Date _____

Tenderer _____



Telescopic handler (manlift) crane	Compliance to Employer's Technical Specification	Tender Schedule: 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.

(Tenderer to submit the equipment specification or manual similar to that requested within the Scope of Work)

IMPORTANT NOTICE TO BIDDERS:

Minimum Compliance Score: To be eligible for award, a bidder must achieve a minimum score of **15 points** for this Compliance to Employer's Technical Specification schedule. Failure to meet this minimum score will result in automatic disqualification.

Right to Review Non-Compliances: Transnet reserves the right to review, evaluate, and reject any "No" response and its accompanying commentary. A "No" response will be deemed **non-compliant and unsatisfactory** if the justification (**comment**):

- Fails to provide a technically sound and commercially viable alternative.
- Introduces an unacceptable operational, safety, or maintenance risk to Transnet.
- Is vague, incomplete, or fails to reference supporting documentation.

Disqualification for High-Risk Non-Compliance: Transnet may, at its sole discretion, disqualify a bidder if the cumulative nature or criticality of the non-compliances is judged to present an unacceptable risk to the project's success, even if the minimum score of 15 points is technically achieved.

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
1. Scope		
1		
2. Operational Requirements		
2.1 Equipment Functionality		
2.1.1		
2.1.2		
2.1.3		
2.1.4		
2.1.5		
2.1.6		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

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		
2.2 Terminal Specific Requirements		
2.2.1		
2.2.2		
2.2.3		
2.2.4		
2.3 Ergonomics		
2.3.1 Operator's Cab		
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		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

2.3.1.20		
3. Technical Requirements		
3.1 Chassis		
3.1.1		
3.1.2		
3.2 Engine/Power Plant		
3.2.1		
3.2.2		
3.2.3		
3.2.4		
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		
3.2.16		
3.3 Transmission		
3.3.1		
3.3.2		
3.3.3		
3.4 Axles		
3.4.1		
3.4.2		
3.5 Road Wheels		
3.5.1		
3.5.2		
3.5.3		
3.5.4		
3.6 Turret and Boom		
3.6.1		
3.6.2		
3.6.3		
3.7 Hydraulic system		
3.7.1		
3.7.2		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

3.7.3		
3.7.4		
3.7.5		
3.7.6		
3.7.7		
3.8 Fuel Tank		
3.8.1		
3.8.2		
3.8.3		
3.8.4		
3.8.5		
3.8.6		
3.9 Brakes		
3.9.1		
3.10 Working Platforms		
3.10.1		
3.10.2		
3.10.3		
3.10.4		
3.10.5		
4. Electrical		
4.1		
4.2		
4.3		
4.4		
4.5		
4.6		
4.7		
4.8		
4.9		
4.10		
4.11		
5. Instrumentation		
5.1		
5.2		
5.3		
5.4		
5.5		
6. Corrosion Protection		
6.1.1		
6.1.2		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY."

6.1.3		
6.1.4		
6.1.5		
6.1.6		
6.1.7		
6.1.8		
6.2 Signature and Marking		
6.2.1		
6.2.2		
6.2.3		
6.2.4		
6.2.5		
6.2.6		
6.2.7		
7. Safety and Environment		
7.1 Safety Requirements		
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		
7.2 Environmental Requirements		
7.2.1		
8. Maintenance		
8.1 Lubrication		
8.1.1		
8.1.2		
8.2 Accessibility		
8.2.1		
9. General		
9.1		
9.2		
9.3		
9.4		
9.5		
9.6		



10. Referenced Specifications

10.1 Standard Specifications		
10.2 Employer Specifications		

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

Weight 30% of Technical Evaluation Criteria Score	Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight} (\%)$
Score	Compliance to Employer's Technical Specification
100	148 compliant clauses
75	< 148 but > or = 126 compliant clauses
50	< 126 but > or = 104 compliant clauses
0	< 104 compliant clauses

Signed _____ Name _____ Position _____ Date _____

Tenderer _____



Articulated Boom Work Platform	Track Record	Tender Schedule: T2.2-04
---------------------------------------	---------------------	---------------------------------

Tenderers are required to submit contactable references in the form of signed reference letters from their clients. These letters must be:

- Printed on the client’s official company letterhead,
- Signed by an authorized representative of the client,
- Clearly state the number of manlift cranes (with a minimum capacity of at least 200 kg and a platform height of at least 28 m) supplied by the bidder over the last five (5) years, and
- Confirm whether these cranes were delivered to customers or used as hire machines.

#	Name of Previous Customer	Contact Details	Lifting Capacity (kg)	Maximum lifting height (m)	No. of Units	Year	Signed Reference letter (Y/N)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							



	Add additional page/s if required to supply comprehensive list / details of units supplied over the last 5 years.	
--	---	--

The scoring of the Track Record will be as follows:

Weight 5% of Technical Evaluation Criteria Score	Formula: Points = $\frac{\text{Score}}{100} \times \text{Weight} (\%)$
Score	Description
100	5 or more Articulated Boom Work Platforms supplied
80	4 Articulated Boom Work Platforms supplied
60	3 Articulated Boom Work Platforms supplied
40	2 Articulated Boom Work Platforms supplied
20	1 Articulated Boom Work Platforms supplied
0	0 Articulated Boom Work Platforms supplied in the last 5 years

Signed

Date

Name

Position

Tenderer

—



Telescopic handler	Track Record	Tender Schedule: T2.2-04
---------------------------	---------------------	-------------------------------------

Tenderers are required to submit contactable references in the form of signed reference letters from their clients. These letters must be:

- Printed on the client’s official company letterhead,
- Signed by an authorized representative of the client,
- Clearly state the number of manlift cranes (with a minimum capacity of at least 5000 kg and a platform height of at least 25 m) supplied by the bidder over the last five (5) years, and
- Confirm whether these cranes were delivered to customers or used as hire machines.

	Name of Previous Customer	Contact Details	Lifting Capacity (kg)	Maximum lifting height (m)	No. of Units	Year	Signed Reference letter (Y/N)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
	Add additional page/s if required to supply comprehensive list / details of units supplied over the last 5 years.						



The scoring of the Track Record will be as follows:

Weight 5% of Technical Evaluation Criteria Score	Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (\%)}$
Score	Description
100	5 or more Telescopic Handlers supplied
80	4 Telescopic Handlers supplied
60	3 Telescopic Handlers supplied
40	2 Telescopic Handlers supplied
20	1 Telescopic Handlers supplied
0	0 Telescopic Handlers supplied in the last 5 years

Signed

Date

Name

Position

Tenderer



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

Articulated Boom Work Platform (manlift) crane	Delivery Lead Time	Tender Schedule: T2.2-05
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The Tenderer must submit a holistic programme for the delivery of the articulated boom work 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.

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

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

Weight 5% of Technical Evaluation Criteria Score	Formula: Score Points = $\frac{\text{Score}}{100} \times \text{Weight}$ (%)
Score	Delivery Lead Time
100	For a lead time \leq 6 months
80	For a lead time $>$ 6 months but \leq 7 months
60	For a lead time $>$ 7 months but \leq 8 months
40	For a lead time $>$ 8 months but \leq 9 months
20	For a lead time $>$ 9 months but \leq 10 months
0	For a lead time $>$ 10 months

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

Telescopic Handler (manlift) Crane	Delivery Lead Time	Tender Schedule: T2.2-05
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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.

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

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

Weight 5% of Technical Evaluation Criteria Score	Formula: (%)	Score Points = 100 x Weight
Score	Delivery Lead Time	
100	For a lead time ≤ 6 months	
80	For a lead time > 6 months but ≤ 7 months	
60	For a lead time > 7 months but ≤ 8 months	
40	For a lead time > 8 months but ≤ 9 months	
20	For a lead time > 9 months but ≤ 10 months	
0	For a lead time > 10 months	

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY

Telescopic boom work platform man lift crane	Recommended Maintenance Spares List for first three (3) year of Operation	Tender Schedule: T2.2-06
--	--	-------------------------------------

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 manlift crane.

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/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, 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/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY

Telescopic handler Man Lift Crane	Recommended Maintenance Spares List for first three (3) year of Operation	Tender Schedule: T2.2-06
-----------------------------------	--	-------------------------------------

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 manlift crane.

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/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, 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/2025/02/0043/88691/RFP
 DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY

Telescopic boom work platform man lift crane	Recommended Critical Spares List	Tender Schedule: T2.2-07
---	---	---------------------------------

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/2025/02/0043/88691/RFP
 DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

Telescopic handler man lift crane	Recommended Critical Spares List	Tender Schedule: T2.2-07
--	---	---------------------------------

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/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY

Man Lift Cranes	Site Establishment Requirements	Tender Schedule: T.2.2-08
------------------------	--	--------------------------------------

Tenderers are to indicate their site establishment requirements for the supply / assembly of the Man Lift Cranes including the following:

- Erection site area required (m²).
- Site lay-down area required (m²) and preferred proximity to the erection site.
- Estimated electricity usage per week including average usage and peak demand.
- Estimated water consumption per week including average usage and peak demand.
- Special requirements on site e.g. hard standing or concrete beams, access etc.
- Two (2) Man Lift Cranes

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS 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/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS 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/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS 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 TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.

T2.2-10: Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
3		
4		
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12		
13		
14		
15		



T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-14: Schedule of Proposed Subcontractors

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

Note to tenderers:

- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.



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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.



MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR TRANSNET
PORT TERMINALS, AT THE CAPE TOWN CONTAINER TERMINAL, FOR A PERIOD OF 12 MONTHS,
AS A ONCE OFF SUPPLY.

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP
BANK OF AMERICA, N.A
BANK OF CHINA LIMITED GROUP
BARCLAYS BANK PLC GROUP
BESA MEMBERS
BNP PARIBAS GROUP
CHINA CONSTRUCTION BANK GROUP
CHINA DEVELOPMENT BANK
CITIBANK GROUP
CREDIT SUISSE GROUP
DEUTSCHE BANK GROUP
FIRSTRAND BANK LIMITED GROUP
GOLDMAN SACHS INTERNATIONAL
HSBC HOLDINGS GROUP
INVESTEC BANK LTD
JPMORGAN CHASE BANK GROUP
MORGAN STANLEY
MACQUARIE BANK LIMITED
NEDBANK LTD
SOCIETE GENERALE BANK GROUP
STANDARD BANK GROUP
STANDARD CHARTERED BANK GROUP
AFRICAN BANK LTD
BIDVEST BANK LTD
CAPITEC BANK LTD
DISCOVERY BANK LTD
GRINDROD BANK LTD
SASFIN BANK LTD
ABN AMRO Bank N.V.
BANCO BILBAO VIZCAYA ARGENTARIA S.A
Coöperative Rabobank U.A.
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
DANSKE BANK
INDUSTRIAL DEVELOPMENT CORPORATION
ING Bank N.V.
KBC BANK
LANDESBANK BADEN-WUERTTEMBERG
MIZUHO BANK, LTD
NATIONAL AUSTRALIA BANK LIMITED
SKANDINAVISKA ENSKILDA BANKEN
SUMITOMO MITSUI BANKING CORPORATION
SVENSKA HANDELSBANKEN AB

MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TWO (2) MAN LIFT CRANES FOR TRANSNET PORT TERMINALS, AT THE CAPE TOWN CONTAINER TERMINAL, AS A ONCE OFF SUPPLY.

AIG SOUTH AFRICA
CONSTANTIA INSURANCE LTD
CREDIT GUARANTEE INSURANCE CORPORATION
GUARDRISK INSURANCE
HOLLARD INSURANCE COMPANY
INFINITY INSURANCE
LOMBARD INSURANCE GROUP
MUTUAL & FEDERAL
RENASA INSURANCE COMPANY
SANTAM
BRYTE INSURANCE COMPANY LTD

TRANSNET PORT TERMINALS
 TENDER NUMBER: TPT/2025/02/0043/88691/RFP
 DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.

T2.2-16: SBD1 Form

SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:

BID NUMBER:	TPT/2025/02/0043/88691/RFP	CLOSING DATE:	24 November 2025	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 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.**

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

CONTACT PERSON	Wiseman Xaba	CONTACT PERSON	Wiseman Xaba
TELEPHONE NUMBER	081 864 7514	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	wiseman.xaba2@transnet.net	E-MAIL ADDRESS	wiseman.xaba2@transnet.net

LAST DAY OF SENDING IN TENDER CLARIFICATION QUESTIONS	18th November 2025	CLOSING TIME: 16:00pm
--	---------------------------	------------------------------

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			



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED 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
 TENDER NUMBER: TPT/2025/02/0043/88691/RFP
 DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.

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:



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T2.2-17: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



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SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE Level 1 OR 2	10
Black Owned Entities (51% BO)	10
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated



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or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE



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3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor (1 Or 2)	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership



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	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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



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7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

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



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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

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



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.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998

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



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and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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T2.2-18 NON-DISCLOSURE AGREEMENT

[..... 2020]

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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 Proposal [RFP] ;
- 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	
.....	

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS, AS ONCE OFF SUPPLY.

T2.2-19: 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:

TRANSNET PORT TERMINALS

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[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 T2.2-22 "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.

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TENDER NUMBER: TPT/2025/02/0043/88691/RFP

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

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T2.2-20: 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

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T2.2-21 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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T2.2-22 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")



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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



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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



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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.



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- 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



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- 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.

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- 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



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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



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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



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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 to 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



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- 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



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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

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T2.2-23 : 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:

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-
- 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.

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-
- 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

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T2.2-24: 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.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

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T2.2- 26: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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T2.2-27: 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:

.....

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.....

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.....

.....



C1.1 Form of Offer & Acceptance

Offer

The *Purchaser*, 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, FOR A PERIOD OF 12 MONTHS, 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 *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is ¹	R
(in words)	

This Offer may be accepted by the *Purchaser* 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 *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

.....

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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TRANSNET



**For the
tenderer:**

Name &
signature of
witness

.....
*(Insert name and address of
organisation)*

Date

.....
.....

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TRANSNET



**for the
Purchaser**

.....
Name & *(Insert name and address of*
signature of *organisation)*
witness
Date
.....



Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. 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 Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer’s covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* 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 *Purchaser* during this process of Offer and Acceptance.

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

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

Transnet SOC Ltd

Name & signature of witness

Date



NEC3 Supply 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/2025/02/0043/88691/RFP**

Start Date

Completion Date

CONTRACT DOCUMENTS

PART C1: AGREEMENTS AND CONTRACT DATA

- | | |
|-------------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2) |

PART C2: PRICING DATA

- | | |
|-------------|--|
| C2.1 | Pricing Instructions (Activity Schedule) |
|-------------|--|

PART C3: SCOPE OF WORK

- | | |
|-------------|-------------------|
| C3.1 | Works Information |
|-------------|-------------------|

INTEGRITY PLEDGE



C1.1 Form of Offer & Acceptance

Offer

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

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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 *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is ¹	R
(in words)	

This Offer may be accepted by the *Purchaser* 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 *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS AS A ONCE OFF SUPPLY.

TRANSNET



**For the
tenderer:**

Name &
signature of
witness

.....
*(Insert name and address of
organisation)*

Date

.....
.....

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/RFP

DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS AS A ONCE OFF SUPPLY.

TRANSNET



**for the
Purchaser**

.....
Name & *(Insert name and address of*
signature of *organisation)*
witness
Date
.....



Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. 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 Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* 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 *Purchaser* during this process of Offer and Acceptance.

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

TRANSNET PORT TERMINALS

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DESCRIPTION OF SUPPLY: 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, FOR A PERIOD OF 12 MONTHS AS A ONCE OFF SUPPLY.



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

Transnet SOC Ltd

Name & signature of witness

Date



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 CONTRACT NUMBER: TPT/2025/02/0043/88691/RFP
 CONTRACT TITLE: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
	Dispute resolution Option	9 Termination and dispute resolution
		X2 Changes in the law
		X7: Delay damages
		X13: Performance bond
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name):	TBC
	Address	TBC
	Tel	TBC
11.2(13)	The <i>goods</i> are	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, FOR A PERIOD OF 12 MONTHS AS A ONCE OFF



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CONTRACT TITLE: 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, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY.

		SUPPLY.	
11.2(13)	The <i>services</i> are	N/A	
11.2(14)	The following matters will be included in the Risk Register	None as yet.	
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	5 Business days	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 TBC	TBC
		2 TBC	TBC
		3 TBC	TBC
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date if it is stated in the Contract Data that he may not do so.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	52 weeks after Delivery.	
42.1	The <i>defect correction period</i> is	5 Business days	



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5	Payment	
50.1	The <i>assessment interval</i> is monthly	On the 25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Merchant Bank of South Africa.
6	Compensation events	No additional data is required for this section of the conditions of contract.
7	Title	No additional data is required for this section of the conditions of contract.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	None.
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against:	Loss of or damage to the <i>goods</i>, as stated in the Insurance policy for goods/ Public Liability.
	Cover / indemnity is:	to the extent as stated in the insurance policy for goods/ Public Liability.
	The deductibles are:	as stated in the insurance policy for goods/ Public Liability.
	2. Insurance against	Loss of or damage to property (except the <i>goods</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) arising out of or in connection with the performance of the Supplier as stated in the insurance policy for goods / Public Liability
	Cover / indemnity is	Is to the extent as stated in the insurance policy for goods/ Public Liability
	The deductibles are	as stated in the insurance policy for goods/ Public Liability
		Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for goods



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3. Insurance against: **and Public Liability**

Is to the extent as stated in the insurance policy for goods / Public Liability

Cover / indemnity is: **As stated in the insurance policy for goods/ Public Liability**

The deductibles are:

84.1 The *Purchaser* provides these additional insurances

1. Insurance against **Goods SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.**

Cover / indemnity is **Cover / indemnity is to the extent provided by the SASRIA coupon**

The deductibles are **The deductibles are, in respect of each and every theft claim, 0,1% of the goods value subject to a minimum of R2,500 and a maximum of R25,000.**

Note: **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

84.1 The *Supplier* provides these additional insurances

1. Insurance against

1. **Manufacturing 2 – 3 per raw material and/or volume of completed prior to delivery to Transnet including transportation to a Transnet site until off loaded.**
2. **Where the supplier requires that the design of any part of the goods shall be provided by the supplier the supplier shall satisfy the purchaser that professional indemnity insurance cover in connection therewith has been affected.**
3. **Should the *Purchaser* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Suppliers'* policies of insurance.**
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.**



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		<p>5. The insurance coverage referred to in 1, 2, 3, 4 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Purchaser. The Supplier 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 original policy will be returned to the Supplier.</p>
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	TBC
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5,000 000.00
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	Total of the Prices
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)



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88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices
88.5	The <i>end of liability date</i> is	5 years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is (Name)	Either, state the name of the person selected & complete the contact details below Or, state the person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	TBC
	Tel No.	TBC
	Fax No.	TBC
	e-mail	TBC
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	Durban South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).
	- if the arbitration procedure does not state who selects an arbitrator, is	
10	Data for Option clauses	
X2	Changes in the law	
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date. The Supply Manager may notify the Supplier of a compensation event for a change in



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the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

X7 Delay damages

X7.1 Delay damages for Delivery are

0,1% of contract Value per incident limited to 7.5% of the contract value.

X13 Performance bond

X13.1 The amount of the performance bond is

10% of the total of the Prices at the Contract Date.

X17 Low performance damages

X17.1 The low performance damages are

If a Defect which remains uncorrected at its defects date and shows low performance with respect to a performance level stated in the Contract Data, the Supplier pays the amount of low performance damages stated in the Contract Data.

Z The *additional conditions of contract* are

Z1 Additional clause relating to Performance Bonds and/or Guarantees

Z1.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Purchaser* by a financial institution reasonably acceptable to the *Purchaser*.

Z2 Additional clauses relating to Joint Venture



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Z2.1

Insert the additional core clause 27.5

27.5. In the instance that the *Supplier* is a joint venture, the *Supplier* shall provide the *Purchaser* 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:
 of their joint and several liabilities to the *Purchaser* to Provide the *Goods*;
 identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Supplier's* representative;
 Identification of the roles and responsibilities of the constituents to provide the *Goods*.
 Financial requirements for the Joint Venture:
 the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z2.2

Insert additional core clause 27.6

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

Z3 Additional obligations in respect of Termination



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Z3.1		<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z3.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z3.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z4	Right Reserved by the Purchaser to Conduct Vetting through SSA	
Z4.1		<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>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.</p> <p>Secret – this 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.</p> <p>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.</p>
Z5	Additional Clause Relating to Collusion and/or Tender Rigging	
Z5.1		<p>The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.</p>



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Z7.2

In the event that SUPPLIER has committed a any Corrupt Act or is found by any competent court or judicial body to have committed any Corrupt Act in relation to this Contract or in relation to another contract that has a material impact on this 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 SUPPLIER or those acting on behalf of SUPPLIER with respect to the Services; or II. SUPPLIER or those acting on behalf of SUPPLIER has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. then: a) In addition to the remedies available in law to Transnet, Transnet reserves the right to instruct SUPPLIER to (i) dismiss the employee(s) involved, and/or (ii) to terminate its contracts with the relevant supplier/sub-Contractor, as the case may be, and should SUPPLIER 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 SUPPLIER, save for those sums which have already been committed. SUPPLIER shall deliver to Transnet all works already completed in terms of the contract which Transnet has paid for.

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C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009 with amendments dated April 2013) and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Data is required relevant to the option selected. Complete by hand and in ink.

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

Clause	Statement	Data						
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.							
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:							
11.2(11)	The tendered total of the Prices is	R, (in words)						
11.2(12)	The <i>price schedule</i> is in:							
11.2(14)	The following matters will be included in the Risk Register							
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are							
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><i>goods and services</i></td> <td style="text-align: center;"><i>delivery date</i></td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;"> </td> </tr> </table>	<i>goods and services</i>	<i>delivery date</i>	1		2	
<i>goods and services</i>	<i>delivery date</i>							
1								
2								

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		3	
31.1	The programme identified in the Contract Data is contained in:		
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%	

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C1.3 Forms of Securities

Pro formas for Guarantees

For use with the NEC3 Supply Contract (December 2009 with amendments April 2013)

The *conditions of contract* stated in the Contract Data Part 1 includes the following Option:

Option X13: Performance guarantee

This Option requires a guarantee "in the form set out in the Goods Information".

Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

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**:

A list of Transnet approved guarantee issuers is attached as **T2.2-15 Approved Guarantee Issuers_2024_v1.2** for the Tenderer's information and utilisation.

TRANSNET PORT TERMINALS

CONTRACT NUMBER: TPT/2025/02/0043/88691/RFP

CONTRACT TITLE: 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, FOR A PERIOD OF 12 MONTHS AS A ONCE OFF SUPPLY.

T2.2-25: Form of Intent to Provide a Performance Guarantee

Pro forma Performance Guarantee – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee / Guarantee)

[Insert Purchaser's name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Guarantee – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]

TRANSNET PORT TERMINALS

CONTRACT NUMBER: TPT/2025/02/0043/88691/RFP

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1.6 "Expiry Date" means	<p>the earlier of</p> <ul style="list-style-type: none"> the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Guarantee for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7 "Guaranteed Sum" means	the sum of R[•], ([•] Rand)
1.8 " <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

- At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
- A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Purchaser* by a director of the *Purchaser*;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
- Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this guarantee in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
- The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.

TRANSNET PORT TERMINALS

CONTRACT NUMBER: TPT/2025/02/0043/88691/RFP

CONTRACT TITLE: 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, FOR A PERIOD OF 12 MONTHS AS A ONCE OFF SUPPLY.

6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.

7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed _____ on _____ day of _____ 20__
 at _____ this _____

For and on behalf of the Bank

Bank Signatories(s)	
Name(s) (printed)	
Witness(s)	
Bank's seal or stamp	

PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing instructions	3
C2.2	Activity Schedule	1
	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:

Identified and defined terms	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.
Assessing the amount due	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 Purchaser hedge the FX risk, the Supplier 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**

Item	Activity Description	Quantity	Unit Price	Total Price
1	Main Offer			
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		
1.2	The manufacture, supply, delivery, and commissioning of one (1) self-propelled diesel driven telescopic handler (man lift) crane for CTCT.	1		
1.3	Familiarization training of maintenance personnel for telescopic boom work platform (man lift) crane at CTCT.	lot		
1.4	The full training of maintenance personnel for telescopic handler (man lift) crane at CTCT.	lot		

Total Price to be carried over to the Form of Offer & Acceptance C1.1

2	OPTIONS	Quantity	Unit Price	Total Price
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		
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	lot		

	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.			
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		
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		
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		
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		

Total Price Excl. Vat (Options)

Notes To Bidders:

Bidders to note that the Total Price for Options will not form part of the Total Price to be carried over to the Form of Offer & Acceptance C1.1 and therefore will not form part of the tender evaluations for the Price Offer.

Total Price for Options should be valid for a period of 12 Month after the contract award date.

The Total Prices for Options will give the Employer an indication of the prices for various items included under this section and the employer may exercise the options as an when required using NEC3 Contract ammendment processes provided under this contract.



PART 3: SCOPE OF GOODS

Document reference	Title	No of pages
	This Page	1
	Signature Page	2
C3.1	Purchaser's Goods Information	5
C3.2	Supplier's Goods Information	
	Total number of pages	19

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/02/0043/88691/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 CAPE TOWN CONTAINER TERMINAL, FOR A PERIOD OF 12 MONTHS, AS A ONCE OFF SUPPLY

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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 this equipment 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 20th 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.

Designation	CTCT
Technical Supervisor	4
Artisans	18
Total	22

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 and Warranties

The extent of guarantees and warranties offered by the Contractor beyond the standard 12 months for electrical, mechanical, hydraulic, instrumentation, pneumatic, and electronic components, as well as guarantees exceeding 5 years for the structural elements, will be a critical factor in the evaluation of tenders. Compliance with Transnet's Corrosion Protection Specification (EEAM-Q-008) is mandatory to ensure equipment durability in CTCT's operational environment. Vendors must clearly specify the duration and coverage of any extended warranties or guarantees provided for all specified systems and components.

4.1. Guarantees on Structures of the Manlift Cranes

The Contractor shall provide a detailed guarantee for the structural integrity of the manlift cranes, ensuring compliance with all relevant design and safety standards. The structural guarantee must extend beyond the standard 5-year period, with explicit terms covering defects in materials, workmanship, and load-bearing performance. Vendors must outline any conditions or limitations associated with this guarantee.

4.2 Guarantees on Components of the Manlift Cranes

A comprehensive guarantee must be provided for all critical components of the manlift cranes, including but not limited to hydraulic systems, mechanical assemblies, electrical systems, pneumatic systems, control systems, instrumentation, and electronic components. The guarantee period must exceed the standard 12 months, and vendors shall specify the exact duration, scope of coverage, and any maintenance or inspection requirements tied to the guarantee.

4.3 Corrosion Protection Guarantee Compliance

The Contractor shall ensure that all corrosion protection measures for the manlift cranes comply with Transnet **EEAM-Q-008** standards. A separate corrosion protection guarantee must be provided, detailing the methods applied (e.g., coatings, materials selection, cathodic protection), the components the corrosion protection is applied to and the guaranteed lifespan of such protections. Vendors must specify the duration of this guarantee and any conditions affecting its validity, such as environmental exposure or required maintenance.

4.4 Submission Requirements

Vendors are required to submit full documentation outlining all guarantees and warranties, including:

- Detailed terms and conditions
- Coverage limitations and exclusions
- Required maintenance or inspection schedules to maintain validity
- Procedures for claim submission and resolution

Failure to provide complete and explicit guarantee details may result in disqualification from tender evaluation.

4.5 Compliance and Enforcement

All guarantees and warranties shall be legally binding and enforceable under the contract. The Contractor shall rectify any defects or non-conformities covered under the stated guarantees at no additional cost to the Client, including parts, labor, and associated logistics. Vendors must confirm their acceptance of these terms in their tender submissions.

By submitting a tender, vendors acknowledge and agree to comply with all specified guarantee and warranty requirements as outlined in this Scope of Work.

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 Boom Working Platforms, TPT_TS_BWP Rev 3
- b) Telescopic Handler, TPT_TS_TH Rev 0.

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)

5.2. 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 spare types and numbers. This must specifically be applied to drives, brakes, ropes, sheaves, electrical plant components, bearings and wheels. All drives must be such that the same drive can be used in both left hand and right-hand applications.

5.3. 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.

5.4. 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.

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.

7.3. 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.



DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING 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"), CAPE TOWN, FOR A PERIOD OF 12 MONTHS ,AS A ONCE OFF SUPPLY

Technical Evaluation Scorecard for 2x Manlift Cranes for CTCT

Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting (%)
		Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight} (\%)$			
Operational & Technical	Guarantees on Structures of the manlift cranes	Score 100 = For a guarantee on the structures ≥ 10 years	T2.2-25	Guarantee Offered	10
		Score 80 = For a guarantee on the structures ≥ 9 years but < 10 years			
		Score 60 = For a guarantee on the structures ≥ 8 years but < 9 years			
		Score 40 = For a guarantee on the structures ≥ 6 years but < 8 years			
		Score 20 = For a guarantee on the structures ≥ 5 years but < 6 years			
		Score 0 = For a guarantee on the structures < 5 years			
	Guarantee on components of the manlift cranes (such as hydraulic, mechanical, electrical, pneumatics, controls, instrumentation, electronic and other components)	Score 100 = For a guarantee on all components of the manlift cranes ≥ 12 months	T2.2-25	Guarantee Offered	5
		Score 0 = For a guarantee on all components of the manlift cranes < 12 months			
	Corrosion Protection compliant with EEAM-Q-008: Corrosion Protection Guarantee of the manlift cranes	Score 100 = For a corrosion protection guarantee ≥ 10 years	T2.2-25	Guarantee on Paint	5
		Score 80 = For a corrosion protection guarantee ≥ 9 years but < 10 years			
Score 60 = For a corrosion protection guarantee ≥ 8 years but < 9 years					
Score 40 = For a corrosion protection guarantee ≥ 6 years but < 8 years					
Score 20 = For a corrosion protection guarantee ≥ 5 years but < 6 years					
Score 0 = For a corrosion protection guarantee < 5 years					
Compliance to Employer's Technical Specification TPT_TS_BWP Rev3 (Minimum Sub-Score : 15 points)	Score 100 = 122 compliant clauses	T2.2-24	Compliance to Employer's Technical Specification	30	
	Score 75 = < 122 but > or = 104 compliant clauses				
	Score 50 = < 104 but > or = 86 compliant clauses				
	Score 0 = < 86 compliant clauses				
Compliance to Employer's Technical Specification TPT_TS_TH Rev0 (Minimum Sub-Score : 15 points)	Score 100 = 148 compliant clauses	T2.2-24	Compliance to Employer's Technical Specification	30	
	Score 75 = < 148 but > or = 126 compliant clauses				
	Score 50 = < 126 but > or = 104 compliant clauses				
	Score 0 = < 104 compliant clauses				
Sub-total				80	

Track Record	<p>Articulated Boom Work Platform: Tenderers are required to submit contactable references in the form of signed reference letters from their clients. These letters must be:</p> <ul style="list-style-type: none"> - Printed on the client's official company letterhead, - Signed by an authorized representative of the client, - Clearly state the number of manlift cranes (with a minimum capacity of at least 200 kg and a platform height of at least 28 m) supplied by the bidder over the last five (5) years, and - Confirm whether these cranes were delivered to customers or used as hire machines. 	Score 100 = 5 or more Articulated Boom Work Platforms supplied	T2.2-26	No. of units supplied & references	5
		Score 80 = 4 Articulated Boom Work Platforms supplied			
		Score 60 = 3 Articulated Boom Work Platforms supplied			
		Score 40 = 2 Articulated Boom Work Platforms supplied			
		Score 20 = 1 Articulated Boom Work Platforms supplied			
		Score 0 = 0 Articulated Boom Work Platforms supplied in the last 5 years			
Track Record	<p>Telescopic handler: Tenderers are required to submit contactable references in the form of signed reference letters from their clients. These letters must be:</p> <ul style="list-style-type: none"> - Printed on the client's official company letterhead, - Signed by an authorized representative of the client, - Clearly state the number of manlift cranes (with a minimum capacity of at least 5000 kg and a platform height of at least 25 m) supplied by the bidder over the last five (5) years, and - Confirm whether these cranes were delivered to customers or used as hire machines. 	Score 100 = 5 or more Telescopic Handlers supplied	T2.2-26	No. of units supplied & references	5
		Score 80 = 4 Telescopic Handlers supplied			
		Score 60 = 3 Telescopic Handlers supplied			
		Score 40 = 2 Telescopic Handlers supplied			
		Score 20 = 1 Telescopic Handlers supplied			
		Score 0 = 0 Telescopic Handlers supplied in the last 5 years			
	Sub-total				10
Lead time	<p>Lead time from contract award to commissioning & handover (end of endurance testing) of articulated boom work platform (manlift) crane.</p>	Score 100 = For a lead time ≤ 6 months	T2.2-27	Lead Time in months	5
		Score 80 = For a lead time > 6 months but ≤ 7 months			
		Score 60 = For a lead time > 7 months but ≤ 8 months			
		Score 40 = For a lead time > 8 months but ≤ 9 months			
		Score 20 = For a lead time > 9 months but ≤ 10 months			
	Score 0 = For a lead time > 10 months				
	<p>Lead time from contract award to commissioning & handover (end of endurance testing) Telescopic handler (manlift) crane.</p>	Score 100 = For a lead time ≤ 6 months	T2.2-27	Lead Time in months	5
		Score 80 = For a lead time > 6 months but ≤ 7 months			
		Score 60 = For a lead time > 7 months but ≤ 8 months			
		Score 40 = For a lead time > 8 months but ≤ 9 months			
Score 20 = For a lead time > 9 months but ≤ 10 months					
Score 0 = For a lead time > 10 months					
Sub total				10	
TOTAL RATING					100
Minimum Compliance Sub-Score Threshold = 15 points per criterion					
A bidder must achieve a minimum of 15 points in BOTH "Compliance to Employer's Technical Specification" criteria to qualify.					
Technical Qualification Threshold = 70 points					



TECHNICAL SPECIFICATION

SUBJECT : **Articulated Boom
Work Platform**

DOCUMENT NO : **TPT_TS_BWP**

REV NO. : **3**

DATE OF ISSUE : **2 February 2015**

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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°
- 2.1.4 Platform rotation \geq 150°
- 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

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TRANSNET



port terminals

TECHNICAL SPECIFICATION

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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

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STRUCTURAL STEELWORK

**SPECIFICATION HE9/2/6
[Version 9] February
2005**

1. SCOPE

1.1. This specification covers TPT's requirements for the design, manufacture and erection of structural steelwork for dynamic structures like cranes, including associated components.

2. GOVERNING CODES AND STANDARDS

ANSI/AWS D1.1: Structural Welding Code – Steel

BS-EN 287 Part 1: Approval testing of welders/fusion welding

BS EN ISO 15614-1:2004+A2:2012 Specification and qualification of welding procedures for metallic materials. Welding procedure test Arc and gas welding of steels and arc welding of nickel and nickel alloys

BS EN 1011-2:2001 Welding. Recommendations for welding of metallic materials Arc welding of ferritic steels

BS EN 10025 Hot rolled products of structural steels

BS 2573: Part 1: Classification, stress calculations and design of structures

BS EN ISO 17640:2010 Non-destructive testing of welds. Ultrasonic testing. Techniques, testing levels, and assessment

BS EN ISO 17636-2:2013 Non-destructive testing of welds. Radiographic testing X- and gamma-ray techniques with digital detectors

DIN 1026	Metric channels
ISO R657	Angles
BS EN 14399-7:2007	High-strength structural bolting assemblies
BS EN ISO 898-1:2013	Mechanical properties of fasteners made of carbon steel and alloy steel Bolts, screws and studs with specified property classes. Coarse thread and fine pitch thread
BS 3692:2001	ISO metric precision hexagon bolts, screws and nuts. Specification
BS 4620:1970	Specification for rivets for general engineering purposes

3. STRUCTURAL STEELWORK

- 3.1. The design of all structural steelwork shall be such as to provide a robust and rigid structure requiring the minimum of maintenance and providing a long service life.
- 3.2. In the design of steel structures, due cognisance shall be taken of environmental and wind load conditions as specified in the main specification.
- 3.3. Due to the highly corrosive conditions experienced in Transnet Port Terminals, the permissible stresses shall not exceed those set out in British Standard No. 2573 or other applicable standard as agreed with TPT. The minimum thickness of steel for load bearing members shall be 15mm for gussets, 10mm for angles, tees, plates and flats and 9mm for webs of channels and joists. Punching of holes over and above that permitted in BS 2573, shall not be permitted. Other structural steel shall be of not less than 6 mm thickness.
- 3.4. The design of mobile structures shall be such that the induced von Mises stress (effective stress in triaxial loading) will not exceed 90% of the elastic limit strength of the steel when the equipment is travelling at maximum speed and colliding with either other stationary equipment or fixed stop blocks. In calculating von Mises stresses, due cognisance must be taken of stress concentrations. If the elastic limit strength of the steel is not known, it will be determined by using a 0, 2% strain offset on the stress-strain curve of the material.

3.5. Where applicable, the design may be in bolted, riveted or welded box construction except that no site welding will be permitted in the final erection at the port except with the approval of TPT's Engineer.

3.5.1. Alternatively, a welded hollow section lattice type structure will be acceptable, subject to the following requirements:

3.5.1.1. The members must be structural sections manufactured from grade S275J0 weldable structural steel complying with BS EN 10025, or better... The hollow sections can either be seamless for all sizes or welded for sizes above 114.3mm outside diameter.

3.5.1.2. Tube wall thickness must not be less than 6mm.

3.5.1.3. All joints must be completely seal welded in accordance with BS EN 1011-2:2001. Special care must be taken to prevent the ingress of moisture into hollow section members by ensuring that each member is airtight. TPT reserve the right to request evidence of airtightness.

3.5.1.4. Bolted or screwed attachments which require drilled holes through a hollow section will not be permitted, unless a welded sleeve. Passing through the complete section, is used.

3.5.1.5. Non-hollow structural sections and plate used on the structure, in conjunction with the hollow section framework, must comply with the relevant requirements of this specification.

3.6. All steel sections shall be manufactured in accordance with the following standards: -

Weldable structural steel:	BS EN 10025
I and H sections:	BS 4 Part 1
Metric channels:	DIN 1026
Structural steel, hot rolled sections:	BS 4 Part 1
Angles:	ISO - R657
Hot finished hollow sections:	BS EN 10210-2
Cold formed sections:	BS EN 10219-2
Forgings:	BS EN 10250-2
Steel castings:	BS EN 10293
Cast iron:	BS EN 1561

3.7. All steel plates and rolled steel sections used in the construction of the structures shall be of steel made by the open hearth process (acid or

basic) and shall comply in every respect with BS EN 10025 quality Structural Steel for Bridges and General Building Construction, Grade S275JR or Grade S355JR. That is, the percentage of phosphorous and sulphur shall not exceed 0,06.

- 3.7.1. The above is laid down as a standard, but tenders will also be considered for rolled steel not conforming strictly to the above standard provided an internationally recognised alternative is proposed and accepted. Full particulars of the guaranteed properties of the steel tendered for should in this case be furnished, i.e. chemical composition, tensile strength, yield point, reduction in area, bend tests, etc.
- 3.7.2. All welded steel must have a maximum Carbon equivalence (CEV) of 0.41
- 3.8. Forgings and drop forgings shall be free from flaws and surface defects of any kind and be accurately finished to the prescribed dimensions.
- 3.9. Steel castings shall be sound, clean and free from all defects and distortion of any kind and should, except where otherwise specified, conform with the conditions and tests specified in BS EN 10293, ~~for~~ according to requirements. They shall be thoroughly annealed and all working parts and bearing surfaces shall be machined and turned accurately with correct finish.
- 3.10. Cast iron used throughout must be close grained, tough and free from all defects, and shall conform with the conditions and tests specified in BS EN 1561 according to requirements.

This applies to functional components only. A lower grade is acceptable for portal and machinery house ballast. Tenderers to state grade of cast iron proposed.

- 3.11. The dimensional and out-of-square tolerance as specified in the above Standards shall also apply to built-up components. Edge preparations, welding techniques, straight beds and material fit-up shall be considered when welded joints are designed.
- 3.12. The shape of all members and connections must allow easy accessibility for maintenance painting of all surfaces. No members shall comprise a double member which cannot be painted and maintained.
- 3.13. Structural details must be so designed as to eliminate or seal off any cavities or pockets where water or condensation could collect and promote corrosion. Horizontal members with upstanding flanges require special drainage.
- 3.14. All hollow sections shall be completely closed and airtight, and all welding is to be of such size and quality as to ensure complete airtightness. No tapping or drilling of holes into sealed sections will be permitted.

4. WELDING

- 4.1. All the provisions of BS EN 1011-2 shall be complied with as far as applicable.
- 4.2. Design of weld joints shall be such that crevices, overlaps, pockets, arc strikes and dead ends do not exist.
- 4.3. All joints shall be completely seal welded in accordance with BS EN 1011-2:2001. Special care must be taken to prevent the ingress of moisture into the tubular members by ensuring that each such tubular member is airtight. "Stitch" welding will only be permitted inside sealed sections. Otherwise only continuous welding will be accepted.
- 4.4. Weld cracks, undercut, or pock marks will not be accepted.
- 4.5. All welds on the load bearing frame structure, containers, piping, pipe line flanges, etc., shall be continuous and shall be visually inspected for cracks and other discontinuities.
- 4.6. Welds on the main chords must be tested ultrasonically in accordance with BS EN ISO 17640 or X-rayed in accordance with BS EN ISO 17636-2 and those on minor joints by the dye-penetrant or Magnetic Particle methods. The equipment required for these tests must be supplied by the Contractor and the testing done at his cost.
- 4.7. Steel, except in minor details, which has been partially heated, shall be properly annealed. (Electrically welded structural members accepted.)
- 4.8. All brackets, clamps, lugs, straps, suspenders, etc. required for attaching mechanical and electrical equipment must be welded on prior to erection and special precautions must be taken not to damage welds or puncture tubes during erection.
- 4.9. The welding of all rails shall be done by an approved method.
- 4.10. Welding shall only be carried out by a coded welder according to BS-EN 287 Part 1 and procedures to BS EN ISO 15614-1 or ANSI/AWS D1.1.
- 4.11. All parts to be welded shall be thoroughly cleaned and dried before welding. The welding will only be done in dry surroundings and all steps taken to prevent hydrogen embrittlement.
- 4.12. Where materials of different compositions are joined by welding, especially carbon steel to chrome steel, the filler welding method and post welding treatment shall be such that embrittlement and other degradation of both steel and filler are prevented.
- 4.13. It must be ensured that welded joints are ductile.

5. FASTENERS

- 5.1. All bolts, nuts and rivets shall be manufactured in accordance with the following standards (or internationally recognised equivalents): -

Precision bolts and nuts Grades 4.6 8, 8: & 10.9 BS EN ISO 898-1

Friction Grip Bolts and nuts Grade General: EN 14399-7

Rivets: BS 4620:1970

- 5.2. All fasteners (excluding friction grip) shall be hot dipped galvanised (and their nuts and washers), structural rivets and Huck Bolts.

5.2.1. All holding down bolts and nuts and brackets, as well as all fixing bolts, washers, studs and nuts, less than 12mm diameter shall be of stainless steel. Fixing rivets shall be of either stainless steel or brass.

- 5.3. Bolts and setscrews shall be locked in an approved manner and shall not be stressed in tightening to beyond the recommended loads.

- 5.4. The quality of friction grip bolts, nuts and washers, bolt lengths, sizes of holes, tightening standards, surface condition of clamped components, shop and site assembling and acceptance inspection of friction grip joints shall comply with the latest edition of BS EN 14399-7.

- 5.5. Certificates shall be supplied for all bolts of grade 8.8 and 10.9.

- 5.6. All bolt and rivet holes must be accurate to size and location, the centres of holes shall not be placed nearer the edge of a plate than 1, 5 diameters with an extra allowance of 3mm for sheared edges. All holes in the structural work shall be drilled or otherwise punched to a diameter not exceeding 1,5mm less than the diameter of the finished hole on the die side, and afterward reamed out to the exact size

Where possible the adjoining parts forming a connection shall be drilled or reamed together, with holes not exceeding 1, 5 mm diameter greater than the rivet or bolt for which it is made. No rough or broken edge shall be left around any of the holes.

- 5.7. For turned and fitted bolts, the holes shall be accurately drilled or reamed, the diameter of the hole shall not exceed the finished diameter of the bolt by more than 0,25mm.

- 5.8. The holes, after assembly of the parts, shall be true throughout the thickness of all the parts and perpendicular to the axis of the member.

- 5.9. Rivets shall be cup-headed or countersunk as required, unless otherwise specified. No rivet head shall contain less metal than does a length of the rivet equal to 1, 25 times its diameter. All loose and defective rivets shall be cut and replaced by sound ones; also others when required for the purpose of examining the work. Rivets shall be

driven with pressure tools whenever possible and pneumatic hammers shall be used in preference to hand driving.

- 5.10. All field rivets must be supplied with shanks of suitable length for pneumatic riveting.
- 5.11. Bolts shall be of such length as to accommodate a full nut and washer when tightening up, and protrude a minimum of two thread pitches beyond the nut. Excessive projection of threads beyond the nut must be avoided. Bolts that are flush or under top of nut are not acceptable.
- 5.12. All bolts having countersunk heads shall have strong feathers forged on the neck and head to prevent turning and the bolt holes shall be cut to receive same. All nuts and bolts (excluding countersunk bolts) shall be furnished with circular washers of sufficient thickness, the outside diameter being at least twice the nominal diameter of the bolt, and washers fitted correctly.
- 5.13. Where bolt heads or nuts are seated on bevelled surfaces of beams or channel flanges, appropriate bevelled washers must be inserted.

6. JOINTS AND MATING SURFACES OF MEMBERS

- 6.1. Mating surfaces of members to be joined by high tensile steel bolts in friction grip shall be cleaned and primed as specified for the rest of the steelwork. Mating surfaces shall lay flat against each other to eliminate gaps which may allow ingress of water. After joining, the edges shall be sealed with an approved brand of Butyl/ Rubber sealing compound by means of a suitable caulking gun, or shall be seal welded.
- 6.2. Other joints shall be formed by one of the following methods:
 - 6.2.1. The mating surfaces of members shall be blast cleaned, primed and protected prior to sub-assembly by the liberal application of caulking compound. While the compound is still wet, the members shall be bolted together and caulking compound which is squeezed out shall be completely removed.
 - 6.2.2. The mating surfaces shall be protected with the full corrosion protection system as specified, the surfaces joined together and the joint so formed shall be sealed with butyl rubber sealer.
 - 6.2.3. After being cleaned and primed the surface shall be joined together and the joint so formed shall be seal welded.
- 6.3. The primer coating on mating surfaces must be applied not more than 4 hours after cleaning and the edges must be sealed within 3 weeks of assembly of the part.

7. **FABRICATED PARTS**

- 7.1. All fabricated parts shall be properly fitted during assembly to result in properly aligned equipment having a neat appearance. Fabrications of load bearing members shall have no abrupt changes in cross section and regions of severe stress concentration. All sharp corners accessible by personnel during erection or operation shall be ground, rounded, or removed by other methods. Burrs, welding spatter and stubs of welding wire shall be removed.

8. **BALLAST OR COUNTER MASS**

- 8.1. Tenderers must include for the supply of all necessary ballast or counter mass.
- 8.2. These must preferably be of cast iron and be removable for maintenance of structural steelwork.
- 8.3. Concrete ballast is not recommended but will be accepted provided the Tenderer satisfies TPT that it will not cause corrosion of any steel parts.
- 8.4. Fastenings used for removable pieces must be of non-corrosive material.
- 8.5. Ballast must be in suitable shapes to be secured in position against movement but in sizes easily removable for maintenance.
- 8.6. Lifting hooks or eyes of non-corrosive material and of adequate strength must be provided in the removable ballast pieces.
- 8.7. Concrete ballast must be reinforced so as to prevent cracking or breaking, and must be coated with an approved corrosion protection system for concrete.

9. **STAIRS, LADDERS, PLATFORMS AND WALKWAYS**

- 9.1. Platforms, stairways, walkways, hatches and ladders, shall be provided where necessary to give easy access to all parts of the equipment for inspection, maintenance and lubrication purposes (including the insides of all box sections if inspection covers are provided).
- 9.2. All access shall comply with the requirements of BS EN ISO 14122 (Safety of Machinery – Permanent means of access to machinery)
- 9.3. The hand rails and ladders shall be complete with stanchions, knee rails, back hoops, mounting brackets etc. and shall be manufactured in sections which are hot-dipped galvanized and painted and bolted onto the structure.
 - 9.3.1. The handrail shall have a minimum diameter of 25mm and shall not be less 1100 mm above the platform level. Toe boards shall not be less than 150mm high.

- 9.4. Stairs shall be inclined no more than 45° to the horizontal and shall be broken at suitable intervals by platforms.
- 9.5. Stairs and walkways shall not be less than 700 mm wide and working areas around drives etc. shall be of sufficient size to allow for ease of maintenance.
- 9.6. Vertical ladders must be provided with back hoops.
- 9.7. Trap doors and hatches must be of light, but robust, construction, suitably hinged with stainless steel hinges and provided with a catch to keep them in the open position, if necessary. Trap door openings are to be protected by means of toe boards and removable handrails.
- 9.8. All external platforms, stair treads and walkways shall be hot dipped galvanised open grating construction, similar to Andrew Mentis "Rectagrid" type RS40 to allow for free drainage and avoid the accumulation of water and dust. Bearer bar thickness shall not be less than 4, 5 mm. The top surface shall provide for adequate grip to avoid underfoot slipping.
- 9.9. TPT's prior approval is required for all external platforms and walkways where open grating cannot be used. This will only be permitted where the primary purpose of the walkway/platform is for maintenance purposes. All such surfaces are to be provided with a non slip surface coating.
- 9.10. No obstructions or sudden changes in levels will be permitted on walkways.


10. **MACHINERY AND ELECTRICAL HOUSES AND OPERATOR'S CABINS**

- 10.1. Where required, separate, self contained fully weather proof machinery and electrical houses as well as operators cabins shall be provided. The houses shall be of the steel framed metal clad type, and shall allow ample space and strength for all equipment and control panels housed therein, permitting unrestricted access to all equipment for routine service and maintenance. Headroom shall not be less than 2, 13 metres. A minimum of 700mm working space must be provided around all machinery and in front of all panels.
- 10.2. The major items of machinery, electrical equipment and panels shall be so arranged that it can be removed for repairs or replacement without disturbing the walls, roof, floor or structural framework and furthermore shall be so arranged that full access to all holding down bolts is provided from inside the house.
- 10.3. For electrical houses both the inner and outer cladding must be stainless steel, unless otherwise approved. Side cladding plates are to be joined with butting joints with butt cover straps where required (no lap joints), and the plates must be in as large sizes as practicable to reduce the number of vertical joints, and to eliminate horizontal joints. Alternatively cladding may be welded to the frame and all joints completely seal welded. All angles around windows are to be suitably

joggled to obtain a waterproof and flat surface butting on the side sheets. The whole of the framing shall be well stayed and fixed on its base. Air-conditioned electrical houses shall be provided with thermal insulation material of an approved type between the cladding.

- 10.4. Machinery houses must be cladded with prepainted Aluminium sheeting, minimum thickness 0.8 mm, colour coated with the appropriate colour. The profile and fastenings must be suitable for the spans and wind uplift forces corresponding to the windspeeds stated in the main specification. Flashing, corner trim, closure pieces ridge cappings etc. shall consist of prepainted Aluminium of minimum thickness 1.2mm
 - 10.4.1. Sheeting fasteners shall be 6.3 mm grade 304 stainless steel self-tapping screws with hexagonal washer heads.
 - 10.4.2. Galvanic isolation rubber strips shall be used between the metal frame and Aluminium cladding, and between the fixing screws and the cladding.
- 10.5. Both machinery and electrical houses shall be provided with two access doors, sealed to suit pressurisation and/or air-conditioning, one on each side of the house, arranged for external locking, but allowing exit from the inside without a key. Rain guards must be provided above external doors.
- 10.6. Operator's cabins shall be fully constructed from 3CR12 or similar type stainless steel. Cladding shall be welded to the frame and shall be smoothed over to provide an aesthetic appearance. The cabin shall be insulated from the heat of the sun with an approved material. A stainless steel or similar material door with a robust industrial type door lock shall be provided. The door must be lockable from the outside, but must allow exit without a key from the inside.
- 10.7 All windows shall be of solar heat reducing toughened safety glass.

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1. SCOPE

- 1.1. This specification covers Transnet Port Terminals requirements for protective coating of iron and steel structures, electrical motors, gear boxes etc. against corrosion and must be read in conjunction with the main specification as well as the following (latest editions):-

BS EN ISO 8502 "Preparation of steel surfaces for coating"

BS EN ISO 1461 "Hot-dip (galvanized) zinc coatings"

BS 5252 "National colour standards for paint"

BS 5493 "Code of practice for protective coating of iron and steel structures against corrosion"

2. TYPES OF CORROSION PROTECTION TO BE USED

- 2.1. The coatings specified in this specification are chosen according to BS 5493 Table 3, part 9, to ensure that the condition of the surface will be at least RE2 on the European scale of degree of rust, after 10 years in a environment of frequent salt spray, chemicals and polluted coastal atmosphere. During the 10 years, the normal maintenance painting will be done.
- 2.2. The paint manufacturer shall guarantee the paint for at least 10 years.
- 2.3. Should a tenderer wish to offer coating systems other than those specified, as an alternative, he shall submit full technical details and a list comparing all appropriate details of the alternatives proposed, with the original specified.
- 2.4. Tenderers must ensure that the different coats they offer in their tenders are compatible with each other.
- 2.5. The coating of proprietary items must be done according to Clause 3.
- 2.6. All galvanized components including bolts and nuts but excluding walkway gratings, must be painted with the specified system, unless otherwise approved.

The following coating systems must be used unless otherwise specified in the main specification:-

Substrate	Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
3CR12 steel (EN 10088)	1	Surface tolerant epoxy primer	DULUX /SIGMA Sigmacover primer 7413 INTERNATIONAL (PLASCON) Intergard 269 STONCOR (CHEMRITE COATINGS) Carboline 193 Primer	65-75
	2	Two component recoatable, polyurethane finish (Gloss)	DULUX / SIGMA Sigmadur gloss 520 INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75
Galvanized Steel	1	Surface tolerant epoxy primer	DULUX /SIGMA- Sigmacover primer 7413 INTERNATIONAL (PLASCON) Intergard 269 STONCOR (CHEMRITE COATINGS) Carboline 193 Primer	65-75
	2	Two component recoatable, polyurethane finish (Gloss)	DULUX /SIGMA- Sigmadur gloss 520 INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75
Mild steel	1	Two component self curing inorganic zinc ethyl silicate OR two component zinc rich polyamide cured	DULUX /SIGMA- Sigma Sigma zinc 160 OR Sigma- cover primer	65-75

	epoxy primer	INTERNATIONAL (PLASCON) Interzinc 52	
		STONCOR (CHEMRITE COATINGS) Carbo Zinc 11 OR Carbo- Zinc 658 Primer	
2	Flexible recoatable high build polyamide cured MIO epoxy	DULUX/SIGMA – Sigmacover CM 456	125-150
		INTERNATIONAL (PLASCON) Interseal 670	
		STONCOR (CHEMRITE COATINGS) Carboline 193	
3	Two component recoatable, polyurethane finish (Gloss)	DULUX/SIGMA Sigmadur gloss	65-75
		INTERNATIONAL (PLASCON) Interthane 990	
		STONCOR (CHEMRITE COATINGS) Carboline 134	

- 2.7. The paint manufacturer's recommendations for the application of the different coating systems, curing time before handling or application of subsequent coats, health and safety recommendations etc. must be carefully adhered to.
- 2.8. Paint contractors must have a quality management system which must be submitted to the Engineer for approval before commencement of the work.
- 2.9. Galvanizing shall be done to BS EN ISO 1461 heavy duty hot dip galvanizing to a thickness of at least 85µm. Electroplated components in zinc or cadmium are not acceptable.
- 2.10. All mounting bolts, nuts, washers and brackets as well as all fixing bolts, studs nuts and washers, less than 12mm, shall be of stainless steel. Fixing rivets shall be of either stainless steel or brass.
- 2.11. High tensile bolts for friction grip joints must not be galvanised and must be primed and painted after installation. High tensile bolts must be certified.
- 2.12. The full paint system shall be applied to all surfaces except for wear pads, linings etc., which are to be covered with appropriate protection.
- 2.13. For steelwork which will be transported over long distances and erected on site the two pack epoxy primers is preferred.

3. PROPRIETARY ITEMS

- 3.1. Proprietary items such as gearboxes, motors, brakes etc. must either be painted according to this specification or where the coating system is equal to or exceeds this specification sufficient proof of the coating system applied must be provided. Items which are nearly equal to this specification shall be given a finishing coat according to this specification's thicknesses and final colours and to the following procedure:-
 - 3.1.1. A cross cut test must be done to BS EN ISO 2409 to determine if the original coating adheres correctly to the substrate;
 - 3.1.2. The original coating shall be rubbed down to remove any smooth finishing to form a suitable key for the finish coat and any damaged areas prepared and patch primed with a suitable primer;
 - 3.1.3. The item must then be detergent washed to remove any foreign matter, taking care that no dust, solvent etc. contaminates any working part of the item;
 - 3.1.4. A test shall be done on the existing coat to ensure that the finish coat will not react with and cause undue dissolving and lifting of the existing coat. This can be done by applying a small quantity of the finishing coat thinners.
 - 3.1.4.1. Should any undue dissolving or lifting occur, a suitable intermediate or barrier coat must be applied before the finishing coat is applied.
 - 3.1.5. Proprietary items which failed the cross cut test and which generally have inadequate protection shall be dismantled and the full corrosion protection specification applied.

4. SURFACE PREPARATION

- 4.1. All steel surfaces shall be detergent washed and fresh water rinsed to remove all oil, grease and surface contaminates before shot blasting.
- 4.2. Sharp edges shall be radiused and major roughness of welds shall be removed by grinding. Welding spatter and flux shall be removed.
- 4.3. Components manufactured from hot rolled steel sections and steel plate shall be blast cleaned to base metal in accordance with Swedish Standard SSPC SP10 grade SA2½ - very thorough blast cleaning, to remove all mill scale, rust, weld spatter etc.
 - 4.3.1. "Sharp" chilled iron shot, chilled iron grit, or granular abrasive slag is to be used to produce a proper degree of surface roughness.
 - 4.3.2. Blast profile shall be determined by micrometer profile gauge, Keane-Tator surface profile comparator or Testex press-o-film.
 - 4.3.3. The profile height shall be between 40 and 50µm at any point.
- 4.4. Good quality blast cleaning and spray painting equipment shall be used. Air used for spraying and blast cleaning shall be free from all traces of oil, water and salinity. Water and oil traps must be fitted to all equipment.
- 4.5. Wheel abrading equipment shall not be used unless an angular profile the same as clause 4.3.3 is achieved.
- 4.6. When wet blasting is done the primer shall be applied before oxidization starts or surface contamination occurs.
- 4.7. Components manufactured from 3CR12 steel shall be lightly abraded. The components shall then be passivated by using a mixture of 10 - 15% nitric acid in water which is rinsed off after 10 - 15 minutes. The surface shall be neutralized to pH 7 before it is coated.
- 4.8. Hot-dip galvanized components, galvanized bolts and nuts etc. shall be lightly abraded with a galvanizing pre-cleaner. The components shall then be washed with detergent and water and washed down with clean water until a water break free surface is achieved. Allow to dry thoroughly.

5. JOINTS AND MATING SURFACES OF MEMBERS

- 5.1. Mating (faying) surfaces of members which have to be joined by high tensile steel bolts in friction grip shall be cleaned according to Clause 4 and painted with primer only.
 - 5.1.1. After being assembled joints so formed shall be seal welded and painted or after the intermediate coat was applied the edges shall be sealed with an approved brand of paintable flexible sealant or mastic (e.g. Butyl rubber, polyurethane sealer or two component epoxy), by means of a suitable caulking gun.
- 5.2. All rivets, bolts, welds, sharp edges etc. must be covered with a "stripe coat" of the primer or intermediate coat specified to ensure the correct dry film thickness on sharp edges, as well as sealing of bolt threads to head etc.
- 5.3. All other mating surfaces must be sealed with an approved brand of flexible Butyl rubber, paintable Silicone, polyurethane sealer or two component epoxy sealer, and joined while still wet. All excess compounds must be completely removed.

6. PAINTING PROCEDURES

- 6.1. Directly before the application of paint, the area to be painted shall be degreased with a suitable degreaser and left to dry.

- 6.2. Paint shall only be applied under the following conditions:-
 - 6.2.1. There is adequate light.
 - 6.2.2. The steel temperature is between 5 and 50°C and at least 3°C above the dew point of the air.
 - 6.2.3. The relative humidity of the air is between the limits specified by the paint supplier.
 - 6.2.4. Wind does not interfere with the method used and sand and dust cannot be blown onto wet paint.
- 6.3. Steelwork shall be supported on trestles, at least 900 mm off the ground for painting purposes.
- 6.4. An adequate number of test readings shall be taken per square meter in order to determine the dry film thickness.
 - 6.4.1. The paintwork shall be acceptable if the average of the test readings taken falls within or exceeds the ranges given.
 - 6.4.2. Paintwork shall not be acceptable if any single test reading is less than the specified minimum thickness.
- 6.5. An ultrasonic or electronic magnetic flux thickness measurement gauge shall be used, but in case of dispute, destructive testing shall be applied. The painted steelwork shall present a clean, neat appearance of uniform colour and gloss as applicable to the paint used. Each coat of paint shall be applied as a continuous, even film of uniform thickness. More than one application of paint may be required to achieve the dry film thicknesses specified or to obliterate the colour of the previous coating.
- 6.6. The use of thinners or solvents at any stage of the work is prohibited, unless specified by the paint manufacturer.
- 6.7. Precautions shall be taken to prevent coatings from being applied to equipment nameplates, instrument glasses, signs etc.

7. COLOUR CODES

Machinery and equipment shall be painted in the following final colours:-

	Area	Colour	Code No. [091 BS 5252 and International No's]
7.1.1	Mobile equipment (cranes, loaders etc.)		
	a) Structure, machinery and electrical houses, operator's cabins, chutes, hoppers etc.	Transnet Red	RAL 3020
	b) Undercarriage, travel bogies, rubber tyred rims	Transnet Red	RAL 3020
7.1.2	Industrial buildings, conveyor structures		
	a) Roofs and canopies	Pantone cool grey 10	RAL 7037 (Staubgrau)
	b) Painted walls	Pantone cool grey 3	RAL 7035 (Lightgray)
	c) Steel columns, rafters, trusses	Pantone cool grey 5	RAL 7004 (Signalgray)
7.1.3	General		
	a) Guards	Golden yellow	RAL 1003
	b) Sheaves	Orange	RAL 2008
	c) Cable reels (Stainless steel)	Orange	RAL 2008
	Machine buffers and parts of machine which could constitute a serious hazard	Golden Yellow (High Gloss) with Luminous green stripes in chevron pattern	SABS B49 and Luminous green

Area	Colour	Code No. [BS5252 and International No's]
e) Any exposed rotating part of machinery, electrical Switch-gear (other than starting and stopping devices and emergency stop control), electrical services e.g. conduit and allied fittings	Light Orange (High Gloss)	SABS 1091 B26 BS 381C-557 RAL 2007
f) Low voltage switchgear panels where orange is not aesthetically acceptable	Light grey	RAL 7035
g) Medium voltage cable trays, switchgear and motors (3,3 kV and up)	Sapphire Blue	RAL5003
h) Starting devices, low voltage cable trays and switchgear	Moss Green	RAL6005
i) Transnet Logo	Transnet Red (Traffic Red)	RAL 3020 on White (RAL 9010) Background
j) Parts of stationary machinery (Electrical, motors, gearboxes, brakes, transformers, etc.)	Light Grey	RAL 7035
k) Hand levers, hand wheels, oiling points, handrails on walkways, ladders	Golden Yellow (High Gloss)	RAL 1004
l) Stopping devices, grease points, motor fan covers and danger signs (not symbolic safety signs for which see SABS 1186)	Signal red (High Gloss)	RAL3001
m) Walkways (non slip surfaces) (galvanized gratings not to be painted)	Shop floor green or black	
n) Informatory signs and notices (not symbolic safety signs for which see SABS 1186)	White on Emerald Green (High Gloss)	White on RAL 6001

Area	Colour	Code No. [SABS 1091 and International No's]
7.1.4 Pipe lines		
a) Reclaim water piping	Aluminium	
b) Slurry pipe lines	Iron Grey	RAL 7011
c) Fire protection piping	Signal red	RAL 3001
d) Washwater drain pipes	Light grey	RAL 7035
e) Instrument air	White with Strong blue band	White RAL 5005
f) Plant air	White with Flag blue band	White RAL 5015
g) Potable water	Grass green	RAL 6010

7.1.5 Colour bands for pipes shall be 75 mm wide for pipe sizes up to 150 mm diameter and 100 mm wide for 150 mm and above. The colour bands shall be applied to the pipe flanges, valves, junctions, walls or structures etc. in such a manner that the pipe may be easily identifiable. On straight sections the maximum spacing shall be 100 x the pipe diameter.

8. FIELD TOUCH-UP PAINTING

8.1. Damaged and unpainted areas, fasteners, welds, etc. shall be cleaned by wire brushing with hand tool or power tool in a manner which will minimize damage to sound paint. Grinding will not be allowed. Rust spots shall be cleaned to bright metal. Thick edges of old paint abutting on bare metal surfaces shall be feathered by scraping and sanding.

8.1.1. Where welding is required on areas already coated with the coating system, the coat should be stepped back for $\pm 30\text{mm}$ around the weld area.

8.2. The paint shall be applied to match the original coats in accordance with the manufacturer's recommendations for the specific paint system.

Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.

8.3. Areas of damaged galvanizing shall be repaired with an approved cold galvanizing product or metal sprayed by the wire spraying process with Zinc, and then touched up with the specific paint system.

9. GENERAL

9.1. All walkways, floors, maintenance platforms etc. must be painted with a durable, non skid coating of the appropriate colour.

9.2. Exposed machined surfaces must be coated with a strippable corrosion inhibitor (e.g. Tectyl).

9.3. Where different materials will be in contact with each other and galvanic corrosion can occur the contact areas of the materials must be isolated from each other or the joints made water proof to prevent ingress of moisture.

9.4. All components must be designed with corrosion prevention in mind and specifically the following:-

- 9.4.1. No entrapment of dirt, product, moisture etc.
- 9.4.2. No areas must be inaccessible for maintenance such as too narrow gaps etc.
- 9.4.3. Large flat areas rather than complicated shapes and profiles.
- 9.4.4. No sharp corners and discontinuous welds.

9.5. Parts of equipment which are exposed to high temperatures must be coated with the following system:-

Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
1	Two component self curing inorganic zinc ethyl silicate	DULUX /SIGMA- Sigma Xinc 160 INTERNATIONAL (PLASCON) Interzinc 52 STONCOR (CHEMRITE COATINGS) Carbo Zinc 11	65-75
2	Single component high temperature moisture curing silicone with aluminum flakes	DULUX/SIGMA – Sigmatherm Silicate INTERNATIONAL (PLASCON) Intertherm 50 STONCOR (CHEMRITE COATINGS) Thermaline	40

10. MAINTENANCE PAINTING OF STRUCTURES

10.1. Areas which are only lightly corroded must be cleaned by means of high pressure water blasting or wire brushing by power tool and the following system applied:-

Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
1	Surface tolerant two pack epoxy primer with aluminum pigments	Dulux/SIGMA Aluprimer STONCOR (CHEMRITE COATINGS) Carbomastic 15 INTERNATIONAL (PLASCON) Intergard 242	125-150
2	Same as first coat OR micaceous iron oxide (MIO) epoxy	DULUX/SIGMA – Sigmacover 456 INTERNATIONAL	125-150

		(PLASCON) Interseal 1052	
		STONCOR (CHEMRITE COATINGS) Carboline 193	
3	Two component recoatable, polyurethane finish (Gloss)	DULUX/SIGMA Sigmadur gloss	65-75
		INTERNATIONAL (PLASCON) Interthane 990	
		STONCOR (CHEMRITE COATINGS) Carboline 134	

10.1.1. Alternatively, the Noxyde paint system can be used, consisting of two to three coats of water based Noxyde paint to achieve a DFT of 350 to 400 microns. Where the Noxyde system is used on areas other than slightly corroded structural areas, the following additional requirements must be observed:

- 10.1.1.1. Very smooth surfaces (e.g. 3CR12, stainless steel or hot-dip galvanized components, bolts, nuts and fittings, and HT bolts): Parts must be thoroughly degreased using OptiDegreaser, washed down with potable water, and immediately when dry, a single coat of OptiPrimeAqua applied.
- 10.1.1.2. Paintable flexible sealant/mastic: Only sealant approved by the paint manufacturer may be used, and an initial coat of OptiPrimeAqua applied over it before the further coats of Noxyde are applied.
- 10.1.1.3. Bolted/rivited connections: After blasting or and/or cleaning as required, apply a coat of OptiPrimeAqua and an additional stripe coat of Noxyde, in contrasting colour, to all bolt/nut and plate edges and crevices.

- 10.2. The adhesion of old coatings must be verified by doing a cross cut adhesion test on selected areas.
- 10.3. The compatibility of the new paint system on the old coating must be tested and guaranteed in writing by the paint supplier.
- 10.4. The work and coating system must be guaranteed for a minimum of 12 months.
- 10.5. All heavily corroded areas must be shot blasted to minimum SA2 and the three coat system indicated in clause 2.6 applied.
- 10.6. Areas where the old coating is still sound need only be high pressure cleaned with a suitable solvent and coated with one of the primers suggested in clause 10.2 (as tie coat) and then with one of the top coats suggested in clause 2.6 to get the appropriate colour and finish. The minimum dry film thickness of this tie coat must be 75 microns and top coat must be 50 microns, but the previous coating colour shall be completely obliterated to present a uniform colour.

Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.

- 10.7. Repairs to the insides of all the enclosed sections of the booms as well as the insides of the crane legs, sill beams, cross beams, pylon cross bracing members etc. shall be done as above but the top coat need not be applied.

***** END OF SPECIFICATION HE 9/2/8 [Version 17] *****



TRANSNET

GENERAL QUALITY REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS

QAL-STD-0001

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1. Purpose

This Specification outlines the minimum requirements to ensure that products and services supplied to TRANSNET are manufactured, provided, constructed or installed in accordance with all specified requirements as defined in the Contract, all associated specifications, drawings, codes and standards.

2. Definitions / Abbreviations

Term, Abbreviation	Meaning
<i>Contract:</i>	Formal document evidencing agreement between <i>Employer</i> and <i>Contractor</i> for supply of on site or off site services (generic term used for Purchase Orders, Contracts and Service Orders in this Standard).
<i>Contractor:</i>	The party to a <i>contract</i> that provides services to the <i>Employer</i> (generic term used for Vendors, Suppliers, Contractors, Consultants, etc.).
<i>Contractor</i> Documentation Schedule (CDS)	A schedule specifying the <i>Employer's</i> requirements for the document types to be submitted by the <i>Contractor</i> at various stages of the <i>Contract</i> and the timing of the submissions.
Data:	All drawings/documents/data/information/DPs and IOMs required to be supplied under the <i>Contract</i> .
Data Pack (DP):	A compilation of manufacturing data, certification, inspection and testing records prepared by the <i>Contractor</i> to verify compliance with the Contractual requirements.
<i>Employer:</i>	The party to a <i>Contract</i> or Purchase Order to whom the goods are supplied or for whom the work or services are performed. In the context of this document, Transnet Capital Projects is the <i>Employer</i> .

Term, Abbreviation	Meaning
Field Inspection Checklist (FIC):	A document that details the checks, requirements and test parameters for each type of equipment to permit field installation and pre-commissioning of the equipment
Inspection Release Report (IRR):	A document issued to the <i>Contractor</i> by TRANSNET advising release of materials for shipment. This does not relieve the <i>Contractor</i> of its obligations in accordance with the Terms and Conditions of the <i>Contract</i> .
Inspection Waiver Report (IWR):	A document issued to the <i>Contractor</i> by TRANSNET advising that TRANSNET has waived final inspection for the materials listed in this document. The issue of this report does not preclude further inspections by TRANSNET. It is issued without prejudice and does not relieve the <i>Contractor</i> from the guarantees and obligations included in the <i>Contract</i> .
Installation and Operating Manual (IOM):	A document prepared by the <i>Contractor</i> providing relevant information applicable to the installation and maintenance of the specific equipment, including data relating to consumables (eg. Oils, etc.)
Non Conformance (NC)	Material, product or workmanship which is not in accordance with the requirements of the <i>Contract</i> .
Non-Conformance Report (NCR):	A document initiated by either TRANSNET or the <i>Contractor</i> advising that certain materials/products/workmanship provided by the <i>Contractor</i> do not conform to the required standards and specifications.
Project Quality Plan (PQP):	A document that outlines the <i>Contractor's</i> strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the

Term, Abbreviation	Meaning
	requirements defined in the <i>Contract</i> drawings, codes and standards.
Quality Assurance (QA):	A formal methodology designed to assess the quality of products or services provided.
Quality Control (QC):	A set of activities intended to ensure that quality requirements are actually being met.
Quality Control Plan (QCP):	A document outlining specific manufacturing/construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points.
Technical Query Note (TQN):	A document used by the <i>Contractor</i> to formally clarify a Technical Query related to the scope of supply. This should not be used where a Non-Conformance Report has already been initiated.
TRANSNET:	Transnet SOE Limited
<i>Works Information:</i>	Refers to the <i>Works Information</i> as defined in the <i>Contract</i>

3. **Applicable Documents**

3.1 **General**

All work performed shall comply with the requirements of this Specification, the documentation referenced in the *Contract* and the latest revision/edition of the relevant Codes and Standards referenced herein.

3.2 **Statutory Regulations**

Occupational Health & Safety Act, Act No 85, of 1993 and Regulations as amended.

3.3 **Codes and Standards**

Document No.	Title
ISO 9001:2008/2015	International Standard Series Quality Systems

4. Quality System

4.1 General

The Contractor is responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract, and shall manage and coordinate all Quality aspects of the Work in accordance with the requirements of this Specification, together with the Contractor's PQP and QCPs once reviewed and accepted by TRANSNET.

4.2 **Contractor Quality System Requirements**

The *Contractor* shall have and maintain a documented Quality Management System. The *Contractor* may be required to demonstrate its use to TRANSNET. The *Contractor's* Quality Management System should be in accordance with the requirements of International Standard ISO 9001.

The *Contractor* submits the following Quality System documentation to TRANSNET at the time of tender:

- Project Quality Plan
- Quality Policy
- Index of Procedures to be used
- Programme of internal and external audits

4.3 **Contractor / Supplier Documentation Submittal Requirements**

The *Contractor* will make formal submission of this Quality Documentation on award of the *Contract* and at the times defined in the *Contractor's* Documentation Schedule, included in the *Works Information* for the *Contract*.

The Contractor's responsibilities are defined in terms of *DOC-STD-0001* which outlines the standard requirements for preparation, submission, receipt, review, and collection of Technical and (or) Deliverable Documentation, as detailed in the Contractor Documentation Schedule (CDS).

TRANSNET uses the *Contractor's* Documentation Schedule (CDS), included in the *Works Information* for the *Contract*, to indicate those documents required to be submitted for information/review and/or acceptance.

The *Contractor* develops and maintains a comprehensive register of documents (*Contractor's* Documentation Register – CDR) that will be generated throughout the project.

The CDR includes all quality related documents. The CDR is a 'live' document and is submitted to TRANSNET for review following each revision by the *Contractor*. The CDR indicates the dates of issue of the documents taking into account sufficient time to allow for the TRANSNET review/acceptance cycle prior to the document being required for use.

TRANSNET includes a standard template for the CDR (DOC-FAT-0002) in the Starter Pack issued to the *Contractor* at the start of every *contract*.

4.4 **Project Quality Plan**

Where specified, the *Contractor* submits a PQP to TRANSNET within the period stated in the CDS and in any event not later than 28 days after the *Contract* start date. The PQP details how the *Contractor's* Quality System will be applied to the Scope of Work specified in the *Contract*, and shall address the following:

- Satisfying the technical and quality requirements of the *Contractor's* Scope of Work, and relevant elements of the applicable ISO 9001 standard
- Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
- Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing etc.) envisaged for use, including confirmation of personnel certification as required.
- Include all proposed method statements (for site based work activities).
- Include a description of the Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management and coordination of QA / QC activities.
- Include a listing of all Quality Control Plans (QCPs), and associated Field Inspection Checklists (FICs), as applicable.
- Identify in the PQP any Sub-Contractor/Sub-Supplier work. Sub-Contractor/Sub-Supplier plans are approved by the Contractor, and a copy forwarded to TRANSNET for information.
- Include the proposed Authorised Inspection Authority (where applicable - for pressurised equipment and systems).
- Include a schedule of proposed quality records.

The PQP shall be controlled and re-submitted for approval when required to incorporate any change necessary during the *Contract* duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

Note: Where the *Contractor* is required to provide a PQP, no work shall commence until the PQP is accepted by TRANSNET.

4.5 Procedures

The *Contractor's* PQP and procedures shall address the system elements and activities appropriate to the Scope of Work, in compliance with the specified Quality Standard.

Where specified, the *Contractor* submits copies of Quality Procedures for review. In addition, the *Contractor* ensures that copies of all Procedures relevant to the Scope of Work are available for reference by TRANSNET at each work location.

These will include, as applicable, the following:

4.5.1 Document Control

The *Contractor's* PQP shall provide a description of how documents provided by TRANSNET to the *Contractor* are to be managed. The description shall address as a minimum:

- Management tools and databases
- Receipt, registration and maintenance
- Internal and external distribution to *Employer*, third parties and Sub-Contractors
- Management of Codes, Standards and Specifications
- Internal review and approval routines and authorities
- How it is ensured that the correct revisions of documents are available at the point of use including retention periods for all documentation

4.5.2 Design Control

Where the *Contractor* is responsible for any aspect of design related to the Scope of Work, the Quality Plan shall describe the *Contractor's* methods and procedures for the control of these design activities.

4.5.3 **Procurement**

Where the *Contractor* is responsible for any aspect of procurement related to the Scope of Work, the Quality Plan shall describe the *Contractor's* methods and procedures for the control of these activities.

4.6 **Contractor Audits**

The *Contractor* shall:

- Carry out audits in accordance with its Quality System at its own and Sub-Contractor's facilities to ensure project quality requirements are being achieved.
- Include a QA Audit Schedule in the *Contractor* PQP submitted to TRANSNET prior to commencement of the Scope of Work. The Audit Schedule shall include all audits to be implemented by the *Contractor* and Sub-Contractor during the execution of the *Contract*.
- Where stipulated in the *Contract*, perform an audit within three months after the *Contract* start date and thereafter at a minimum frequency of three months. Audit reports are submitted to TRANSNET at the completion of each Audit. Where unsatisfactory performance is evident, TRANSNET will direct the *Contractor* to perform additional audits.

4.7 **Transnet Audit**

TRANSNET reserves the right to perform quality audits or participate as an observer in *Contractor* audits to verify compliance with the Contractual requirements. The *Contractor* shall within a time frame as agreed upon, correct any adverse audit finding advised by TRANSNET.

5. **Inspection and Testing**

5.1 **General**

TRANSNET may, at its discretion, perform surveillance inspection at the *Contractor's* premises, the premises of any Sub-Contractor or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections, TRANSNET may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The *Contractor* ensures free entry and access is given to TRANSNET, certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality

records at all parts of the *Contractor's* and Sub-Contractor's premises, or at the location of the Scope of Work while any work or test is in progress.

The *Contractor* provides TRANSNET with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

While TRANSNET is at the *Contractor's* premises, the *Contractor* provides, free of charge, reasonable facilities including office facilities and reasonable access to a telephone, facsimile machine and computer connection point.

The *Contractor* provides written notice within a time frame as agreed upon, to allow the attendance of TRANSNET and other representatives at nominated witness and hold points.

5.2 **Quality Control Plans**

The *Contractor* prepares and submits QCPs to TRANSNET for review in accordance with the requirements of the *Contract* and PQP.

QCPs must clearly identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The *Contractor* shall not commence fabrication or manufacture prior to review and approval of the applicable QCP by TRANSNET.

QCPs shall include reference to all tests specified in the *Works Information*.

A typical format for a QCP is shown in Appendix 1. The *Contractor* may use its own format providing all information shown in the sample in Appendix 1 is included.

5.3 **Inspection Points**

The QCP identifies points in the fabrication, manufacturing and/or installation process that are selected for inspection. These points are denoted by the following inspection codes:

- Hold Point (H) Inspection points in the manufacturing cycle, beyond which work shall not proceed without the specified activity, work or function being witnessed. Hold points require written notification to TRANSNET.
- Witness Point (W) An inspection point in the manufacturing cycle that will be witnessed or verified. If TRANSNET confirms it is unable to attend after being provided with the written

notification then manufacture may proceed. Witness points require written notification to TRANSNET.

- Review Point (R) A point at which products and quality records are verified and endorsed. Review points are not points that require notification to TRANSNET.
- Surveillance (S) An inspection point in the manufacturing cycle during which any activity, work or function is observed. No formal notification is required.

The *Contractor* maintains the status of testing and inspection by progressively having the QCPs signed off.

5.4 **Revision to Quality Control Plans**

Revision of the QCP is subject to the same submission, review and acceptance routines as described for the original QCP issue.

5.5 **Kick Off Meeting**

After the *Contract* start date, and prior to manufacture, TRANSNET will require a Kick-Off Meeting with the *Contractor* to discuss fully the implications of meeting TRANSNET's quality requirements. This meeting may be held as part of the *Contract* kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when Sub-Contractors of key equipment are engaged.

5.6 **Schedule of Inspection**

The *Contractor* shall submit a Schedule showing the proposed dates for inspections and tests nominated in the QCP where witness and hold points are required. The Schedule shall be regularly updated with progress and issued to TRANSNET to show the current inspection and test status.

5.7 **Field Inspection Checklists**

For site installation and construction activities, the *Contractor* prepares Field Inspection Checklists (FICs) to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCPs.

FICs are submitted to TRANSNET for initial review. FICs are used to record the results of inspection and testing (where applicable). On completion, FICs are submitted to TRANSNET

to confirm satisfactory completion of the tests and inspections at nominated QCP witness and hold points.

5.8 **Inspection Notification**

The *Contractor* notifies TRANSNET in writing at least two calendar weeks prior to the advent of inspections or tests that require witnessing.

For inspections or tests within the country, arrangements are confirmed at least two working days before the event. For inspection and tests outside of the country, arrangements are confirmed at least seven working days before the event.

Inspection notifications include the following essential information:

- Contract Number
- Location of Inspection or Test
- Nature of Inspection or Test
- Date and Time of Inspection or Test
- Name and telephone number of the *Contractor's* Representative.

5.9 **Inspection and Testing**

The *Contractor* is responsible for the conduct of all *Contractor* inspections and tests. This responsibility includes:

- Documenting inspection and test results in the QCPs and relevant FICs.
- Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-Contractors.
- Inspecting to meet all Contractual requirements, in number, type and form
- Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections.

Completed original QCPs and FICs are included in the DP that the *Contractor* submits to TRANSNET.

5.10 **Inspection Release**

At completion of the Scope of Work, either in total or in phases, TRANSNET may issue an Inspection Release Report (IRR) or an Inspection Waiver Report (IWR).

The issue of either an inspection release or waiver of inspection does not relieve the *Contractor* of its obligations under the *Contract*. The *Contractor* ensures that a copy of the release note and final expediting release note for transport, where appropriate, is attached

to the delivery docket and accompanies the Work to the designated destination indicated in the *Contract*. Items delivered to TRANSNET without a copy of these documents may not be accepted.

A copy of the inspection release or waiver of inspection is included in the DP.

5.11 **Special Processes**

It is the *Contractor's* responsibility to ensure that all processes which require prequalified procedures and/or work methods are tested and qualified before work begins. This typically covers such activities as welding, non-destructive testing, special fabrication techniques and painting. Unless specified such procedures are the *Contractor's* responsibility and do not require submission to TRANSNET before work begins. When such procedures are requested, no work shall commence until procedures are approved by TRANSNET.

It is the *Contractor's* responsibility to ensure all operators are qualified for the processes in accordance with the procedure and/or applicable standards. Records of qualification of operators shall be maintained by the *Contractor* and made available to TRANSNET when requested.

Records of qualification of procedures and processes shall be maintained by the *Contractor* in accordance with the applicable procedure or code.

5.12 **Welding Procedures**

Where the *Contractor's* Scope of Work includes fabricated weldments, Welding Procedure Specifications (WPS) defining the method, preparation and sequences to be adopted to achieve a satisfactory welded joint shall be provided for all weld types required in the execution of the *Contractor's* Scope of Work. The procedure shall only be submitted to TRANSNET when requested in the *Contract*.

WPS include all welding essential and non-essential variables for each process used, including appropriate test results. WPS comply fully with the standard or code pertaining to welding required in the execution of the *Contractor's* Scope of Work.

When requested in the *Contract*, a suitably marked "weld map" is completed by the *Contractor* for all items to be fabricated. A summary of WPS is prepared and, when used, is identified on the weld map.

Where TRANSNET approval is required, fabrication is not to commence until written approval of WPS and Welding Procedure Qualification Records (WPQR) is received by the

Contractor. No welding fabrication will be accepted that is not covered by a TRANSNET approved WPS/WPQR.

Welding Procedure Qualification (WPQ) tests may be witnessed by TRANSNET and/or an independent inspection authority. Testing of the specimens prepared during the WPQ Tests is carried out by an approved testing laboratory, independent of both TRANSNET and the *Contractor*. In certain instances, a certificate to EN 10204 3.1 B may be required which will be clarified at Tender review and clarification stage.

Where actual weld deposit analysis and weld metal physical properties are required for procedure qualification, the information is taken from the procedure qualification tests. Data listed in the catalogues of the manufacturer of welding consumables is not acceptable.

Welders/welding operators are qualified in accordance with the relevant welding code prior to commencing production fabrication. Specific Welder Qualification (WQ) records will be reviewed by TRANSNET in the *Contractor's* works and should NOT be submitted for review.

A register of welders qualified to work shall be maintained by the *Contractor*.

5.13 **Material Traceability**

Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the *Employer*.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the DP

The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

5.14 **Material Certification**

Where specified in the Contract the following certificates shall be provided to TRANSNET and included in the DP.

Type A: A *Contractor's* certificate of compliance with the *Contract*. This certifies that the goods or services are supplied in compliance with the *Contract* without mention of any test results (EN10204 certificate 2.1).

Type B: A certificate issued by a laboratory or test facility independent of the *Contractor's* works. It shall quote test results carried out on the product supplied and state whether compliance with the relevant technical standard, code, etc., has been complied with. (EN10204 certificate 3.1B).

Type C: The same as Type B, the tests are to be witnessed by a third party (EN10204 certificate 3.1C).

6. Non-Conforming Products

6.1 General

The *Contractor* shall establish and maintain procedures to control material or products that do not meet the specified requirements.

All *Contractor* product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- If the *Contractor* discovers material or product which is not in accordance with the requirements of the *Contract*, i.e. a non-conformance, the *Contractor* shall immediately initiate the non-conformance procedure in terms of the *Contractor's* Quality Management System, advise TRANSNET promptly, and provide a copy of the non-conformance report (NCR) to TRANSNET
- If TRANSNET or its agent identifies a non-conformance, a TRANSNET NCR may be raised.

Originals of all closed out NCRs shall be included in the DP.

6.2 Corrective and Preventative Action

If the *Contractor* proposes a disposition of any non-conforming materials or product which varies from the requirements of the Specification or *Contract*, such a proposal shall be submitted in writing to TRANSNET whose decision on the proposal shall be obtained in writing before the non-conforming material or product is covered up or incorporated into the Works, or is the subject of any other disposition.

The disposition of non-conformances which do not vary the requirements of the *Contract*, specification or drawings may be approved by the *Contractor* following discussion and agreement with TRANSNET.

7. **Concession Requests and Technical Queries**

7.1 **Concession Requests**

Where a *Contractor* requests a Concession to deviate from the requirements of the *Contract* or specified requirements, the *Contractor* raises the request with TRANSNET using the format as shown in Appendix 2.

The Concession Requests shall clearly identify all elements of the proposed deviation together with any resulting technical, commercial and/or schedule impacts.

Completed original Concession Requests shall be included in the DP.

7.2 **Technical Queries**

For clarification of technical issues (only), the *Contractor* may submit a Field Engineering Query (FEQ) to TRANSNET in accordance with the *Contract*.

The FEQ shall clearly identify all elements of the query, and all supporting documentation and/or drawings shall be attached where appropriate.

Completed original FEQ's shall be included in the DP.

8. **Inspection, Measuring and Test Equipment**

8.1 **Calibration**

The *Contractor*, including its Sub-Contractors/Sub-Suppliers, shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant *Contractor* procedures and/or the equipment manufacturer's specifications.

Where calibration is required by an external laboratory, the *Contractor* shall ensure that the facility selected for calibration possesses current certification. Calibration certificates shall contain a statement that the test equipment is accurate to within specified tolerances.

The *Contractor* should establish the frequency of calibration for each item of equipment (including jigs, fixtures or templates) and record the details in a 'Measuring and Test Equipment Register' (or similar).

8.2 **Use of Inspection, Measuring and Test Equipment**

The *Contractor* shall ensure that authorised equipment users:

- Use the equipment in accordance with manufacturer's instructions, and accepted industry practices
- Ensure the equipment is covered by a current calibration certificate

- Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for the scope of work.

8.3 **Verification of Previous Test Results**

Where the calibration status of the equipment is unknown, expired or has doubtful accuracy, the equipment shall immediately be quarantined, and tagged according to *Contractor's* Quality System procedures. The *Contractor* shall then arrange for either in-house or external calibration, and:

- review all previous test results associated with the suspect equipment;
- identify the inspections, measurements or tests required to re-validate the results;
- ensure that suitable re-testing is performed with calibrated equipment;
- record the results of the re-testing on the respective inspection and test documentation.

9. **Quality Personnel Qualifications**

It is preferable that *Contractor's* personnel engaged in Quality Assurance and Quality Control are members of one or more of the following organisations:

South African Quality Institute

Southern African Society for Quality

It is mandatory that personnel undertaking testing of rail-associated infrastructure are qualified as follows:

10. **Quality Records**

Contractors shall maintain Quality Records necessary to provide objective evidence that demonstrates and verifies achievement of the QA / QC requirements associated with the Scope of Work. All Quality Records, including original source material test certificates and

non-destructive test reports, shall be retained by the *Contractor* during the project, and be provided to TRANSNET at the times, and in the quantities specified in the *Contract*.

The *Contractor* shall collate all quality records in the DP and submit the DP to TRANSNET in accordance with the *Contract* and all referenced standards and specifications. This DP shall be compiled progressively, and shall be available for review at all phases of manufacture or construction activities.

The Scope of Work shall not be complete until the *Contractor's* DP, including the quality records from Sub-Contractors/Sub-Suppliers, has been reviewed and accepted by TRANSNET.

The *Contractor* compiles the DP progressively during the execution of the Scope of Work and makes the DP available for review by TRANSNET as required.

The *Contractor* shall retain a copy of all Quality documentation generated during the *contract*, including a copy of the complete DP, for his own records for a minimum period of five years after the completion of the work.

Annexure 1 – Sample Quality Control Plan

Quality Control Plan No. _____	Revision: _____	Date Issued: _____
Contract No. _____	Description: _____	Item No. _____
Contractor _____	Location: _____	

Activity No.	Activity Description	Procedure Reference / Code Specification	Specification Acceptance Criteria	Verifying Document / Report / Certificate	Verification/Witness					
					Contractor		AIA		TRANSNET	
					Action	Sign	Action	Sign	Action	Sign

Rev	Date	Reason for Revision	Drawn	Checked

ACTION

H – Hold. Mandatory Hold Point R – Review (Verify) only

W - Witness S - Surveillance

NOTE: H & W points require formal notification to TRANSNET

Annexure 2 – Concession Request (QAL-FAT-0003)

Request for Concession No:							
Project Name:		Project Number:					
A. SUPPLIER/CONTRACTOR SUPPLIED INFORMATION							
SUPPLIER/CONTRACTOR NAME:				P/O /CONTRACT NO.:			
SUPPLIER/CONTRACTOR CONCESSION NO:				DATE:			
Required concession applicable to: (Item/Material/Equipment/Area)							
Quantity Affected:							
Original Requirements:							
Description of Concession – Revised Requirements:							
Justification:							
Cause :							
Consequence :							
References:							
Original Requirements reference:							
Drawing No.:		Rev.:		Specification No.:		Rev.:	
Drawing No.:		Rev.:		Specification No.:		Rev.:	
Drawing No.:		Rev.:		Specification No.:		Rev.:	
Attached applicable documentation:							

◆ A. SUPPLIER/CONTRACTOR SUPPLIED INFORMATION continued						
(NOTE: This concession will be rejected if the following information is not provided):						
(i) VALUE OF BENEFIT TO CLIENT \$/R.....	(ii) AGREE TO AN EXTENSION OF THE WARRANTY IF "YES" WHAT PERIOD?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(iii) ANY IMPACT ON SCHEDULE? IF "YES" WHAT PERIOD?	NO <input type="checkbox"/>	YES <input type="checkbox"/>

Requested by: (Supplier/Contractor)							
Name:		Title:		Signature:		Date:	
B. SITE ADMINISTERED CONTRACT?				<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Possible QC implications:							
Recommended	<input type="checkbox"/>	Rejected	<input type="checkbox"/>				
♦ Recommendations with the following Conditions:							
Area Manager:		Signature:		Date:			
Site Engineer:		Signature:		Date:			
C. RECOMMENDATION BY CONTRACT ADMINISTRATOR:							
Name:		Signature:		Date:			
D. RECOMMENDATION BY ENGINEERING:							
Recommended	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	Conditional	<input type="checkbox"/>		
Recommendations:							
PR Engineer:		Signature		Date			
Lead Discipline Engineer:		Signature		Date			
Engineering Manager:		Signature		Date			
Comments:							
E. AREA MANAGER:				Accepted	<input type="checkbox"/>	Rejected	<input type="checkbox"/>
Name:		Signature		Date			
F. Transnet Capital Projects :				Accepted	<input type="checkbox"/>	Rejected	<input type="checkbox"/>
Name:		Signature		Date			

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:

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