Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF MAINTENANCE SERVICES AND THE SUPPLY OF FIRE EQUIPMENT FOR TRANSNET SOC LTD (1990/000/900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI PURPOSE TERMINAL, CONTAINER TERMINAL, FINGER JETTY AND THE PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 4 YEARS

RFP NUMBER	**: iCLM PE 849/TPT**
ISSUE DATE	**: 05 NOVEMBER 2026**
COMPULSORY BRIEFING DATE & TIME	**: 12 NOVEMBER 2026@11H00**
CLOSING DATE	**: 20 NOVEMBER 2026**
CLOSING TIME	: **11H00 am**
TENDER VALIDITY PERIOD	: **12 weeks from closing date**

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Price List

Part C3: Scope of Work

C3.1 Service Information

Part C4: Affected Property

C4.1 Affected Property

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**PROVISION OF MAINTENANCE SERVICES AND THE SUPPLY OF FIRE EQUIPMENT FOR TRANSNET SOC LTD (1990/000/900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI PURPOSE TERMINAL, CONTAINER TERMINAL, FINGER JETTY AND THE PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 4 YEARS**
TENDER DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the 'Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net

COMPULSORY TENDER CLARIFICATION MEETING	Yes– Compulsory Briefing Session will be conducted via **Microsoft Teams** on Tuesday **12 November 2026**, at **11:00am** [11 O'clock] for a period of ± 2 (two) hours. **Join:** https://teams.microsoft.com/meet/330994410137926?p=MvMYWth3wH5ftSsYm8
B.U.I.L.D PROGRAMME CONDITIONS	Not Applicable
CLOSING DATE	**11:00am** (2026/11/20) Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

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.

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

a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
b) Click on "ADVERTISED TENDERS" to view advertised tenders;
c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
d) to sign in if already registered;
e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
f) Submit bid documents by uploading them into the system against each tender selected.
g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a

bid on behalf of another company regardless of the company being a subsidiary or holding company.

l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-17], [**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:

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 *Employer* is	**Transnet SOC Ltd (Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions (TSC Option A)

		C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Thobeka Ngubo
	Address:	Transnet Port Terminal, SCM Boardroom, 1st Floor, NRE Building, Green Street, Port of Port Elizabeth
	Tel No.	041 816 9664
	E – mail	Thobeka.Ngubo@transnet.net

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

1. **Stage One**

- **Eligibility with regards to attendance at the compulsory clarification meeting:**

  An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7. **(T2.2-01)**

- **Eligibility with regards to ASIB and SANAS Registration:**

  The Service Provider is required to submit proof of company registration with ASIB and SANAS. In the case of subcontracting a portion of the works, e.g. Automatic Sprinkler System, a subcontracting agreement is required together with the ASIB and SANAS accreditation of the subcontractor. **(T2.2-02)**

- **Eligibility with regards to Letter of Good Standing:**

  Service provider must comply and submit a valid Letter of Good Standing (LOG) as proof of registration to the Compensation Commissioner or similar approved and accredited organisation in South Africa. **(T2.2-03)**

- **Eligibility in terms of the Construction Industry Development Board:**

  a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in

accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3 SF or higher** class of construction work, are eligible to have their tenders evaluated. **(T.2.2-04)**

b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3 SF or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
The tenderer shall provide a certified copy of its signed joint venture agreement

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

2. Stage Two - Functionality:
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.3.11.3 below.

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

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer package 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: ▪ The Tender Description Documents must be marked for the attention of: ***Employer*'s Agent: Thobeka Ngubo**
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: **11:00AM** on the **20 NOVEMBER 2026** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**. 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender; 3. A valid CIDB certificate in the correct designated grading; 4. Proof of registration on the Central Supplier Database; 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted

JV.

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

C3.11 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:

<table>
<tr><th>Technical Evaluation Criteria</th><th>Points Weightings</th><th>Scoring guideline</th></tr>
<tr><td>Quality Management
1. The Tenderer shall integrate quality assurance plan and safety management systems employed by the company e.g., ISO, SANS, etc. The Tenderer shall provide quality management plan or ISO 9001 certificate.
2. The Tenderer shall proof experience in quality management systems and submitting previous executed quality control measures deployed in some or other projects completed by means of certificates or any other means. The Service Provider to attach quality control plan of previous executed projects or certificate.
3. The Tenderer to provide certificates of competence with SAQCC Fire certificate for the project crew who will be deployed in the contract.</td><td>35</td><td>
<table>
<tr><td>No Response (Score 0)</td><td>The tenderer has submitted no information</td></tr>
<tr><td>Poor (Score 40)</td><td>The tenderer submitted information but not relevant to Quality Management</td></tr>
<tr><td>Satisfactory (Score 70)</td><td>1 of the items as specified are addressed</td></tr>
<tr><td>Good (Score 90)</td><td>2 of the items as specified are addressed</td></tr>
<tr><td>Very Good (Score 100)</td><td>All the items as specified are addressed</td></tr>
</table>
</td></tr>
</table>

<table>
<tr>
<td>Project Organogram, Management & CV's
The tender must submit CVs, organogram of the project crew with valid certificates of competence and must have a minimum experience of three years in the field of work. The Tenderer is also required to submit a company organogram indicating the project team members to be allocated for TPT with the tender:
1. Provision of Competency Certificates
2. Provision of organogram with team members allocated to TPT.
3. Submitted Inspector CV having an experience of (3) years.
4. 2 or more Technician CVs having an experience of (3) years.</td>
<td>35</td>
<td>
<table>
<tr><td>No Response (Score 0)</td><td>The tenderer has submitted no information</td></tr>
<tr><td>Poor (Score 40)</td><td>1 of the items as specified are addressed</td></tr>
<tr><td>Satisfactory (Score 70)</td><td>2 of the items as specified are addressed</td></tr>
<tr><td>Good (Score 90)</td><td>3 of the items as specified are addressed</td></tr>
<tr><td>Very Good (Score 100)</td><td>All the items as specified are addressed</td></tr>
</table>
</td>
</tr>
<tr>
<td>Equipment and Tool List
The tender must submit all machinery (Electrical, mechanical tools) used for the maintenance of fire-fighting equipment and to have valid certificates from approved authorities (SABS, etc). The tools and equipment list must be inclusive of all certificates:
1. Provide valid certificates from approved authorities.
2. Provide list of electrical equipment.
3. Provide list of mechanical equipment.
4. Provide certificates for both electrical and mechanical equipment.</td>
<td>10</td>
<td>
<table>
<tr><td>No Response (Score 0)</td><td>The tenderer has submitted no information</td></tr>
<tr><td>Poor (Score 40)</td><td>1 of the items as specified are addressed</td></tr>
<tr><td>Satisfactory (Score 70)</td><td>2 of the items as specified are addressed</td></tr>
<tr><td>Good (Score 90)</td><td>3 of the items as specified are addressed</td></tr>
<tr><td>Very Good (Score 100)</td><td>All the items as specified are addressed</td></tr>
</table>
</td>
</tr>
</table>

Track Record Submit a minimum of three (3) contactable references relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work) for work completed satisfactorily from previous clients and this must relate to similar work on fire equipment maintenance on the client letterhead, signed and dated not older than one (1) year.	20	**No Response (Score 0)**	Tenderer has submitted no information
		Poor (Score 40)	1 contactable reference submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
		Satisfactory (Score 70)	2 contactable references submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
		Good (Score 90)	3 contactable references submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
		Very Good (Score 100)	more than 3 contactable references submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
Total Weighting:	**100**		
Minimum qualifying score required:	**70**		

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

- T2.2-05 Quality Management
- T2.2-06 Project Organogram, Management & CV's
- T2.2-07 Equipment and Tool List
- T2.2-08 Track Record

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100 The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	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 (20)
B-BBEE Level of contributor (1 or 2)	10
Black Owned EMEs and QSEs (51% BO)	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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 CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION (1 or 2)	10
Black Owned EMEs and QSEs (51% BO)	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt

Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

   the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
   b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
   c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
   d) has the legal capacity to enter into the contract,
   e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
   f) complies with the legal requirements, if any, stated in the tender data and
   g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



STAATSKOERANT, 8 AUGUSTUS 2019

DEPARTMENT OF PUBLIC WORKS

NOTICE 423 OF 2019

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

AUGUST 2019

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender Process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his

or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are Included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for Tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications

from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified,

Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing

time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

(ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement Qualitative interpretation of goal

Fair The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification

f) Determine acceptability of preferred tenderer

g) Prepare a tender evaluation report

h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1If necessary, revise documents that shall form part of the contract and that were issued by The employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

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

T2.2-02 **Stage One: Eligibility Criteria Schedule -** ASIB and SANAS Registration

T2.2-03 **Stage One: Eligibility Criteria Schedule –** Letter of Good Standing

T2.2-04 **Stage One as per CIDB: Eligibility Criteria Schedule -** CIDB Registration

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

T2.2-05 Quality Management

T2.2-06 Project Organogram, Management & CV's

T2.2-07 Equipment and Tool List

T2.2-08 Track Record

2.1.3 Stage Four: These schedules will be utilised for Specific Goals:

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. (Refer to T2.2-14)

2.1.4 Returnable Schedules:

General:

T2.2-09 Health and Safety Cost Breakdown

T2.2-10 Authority to submit tender

T2.2-11 Record of addenda to tender documents

T2.2-12 Risk Elements

T2.2-13 Schedule of Proposed Subcontractors

Agreement and Commitment by Tenderer:

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

T2.2-15 Non-Disclosure Agreement

T2.2-16 RFP Declaration Form

T2.2-17 RFP – Breach of Law

T2.2-18 Certificate of Acquaintance with Tender Document

T2.2-19 Service Provider Integrity Pact

T2.2-20 Supplier Code of Conduct

T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-22 SBD1 Form

T2.2-23 DPIP & FPPO

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-24 Insurance provided by the Contractor

T2.2-25 Three years audited Financial Statements

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Option A)

2.5 C2.2 Price list

2.6 C3 - Service Information

2.7 C4 – Affected Property

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that:

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting.

Held at:	**Transnet Port Terminals – Port of Port Elizabeth** via Microsoft Teams https://teams.microsoft.com/meet/330994410137926?p=MvMYWth3wH5ftSsYm8	
On (date)	**12 November 2026**	**Starting time: 11H00am**

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

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

T2.2-02: Eligibility with regards to ASIB and SANAS Registration

The Service Provider is required to submit proof of company registration with ASIB and SANAS. In the case of subcontracting a portion of the works, e.g. Automatic Sprinkler System, a subcontracting agreement is required together with the ASIB and SANAS accreditation of the subcontractor.

1.	**ASIB**	Yes, attached	☐
		No, not attached	☐
2.	**SANAS**	Yes, attached	☐
		No, not attached	☐

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-03 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-04: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3 SF or higher** class of construction works, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3 SF or higher** class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-05: Evaluation Schedule: Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management stated in the Service Information and should include but not be limited to the following.

1. The Tenderer shall integrate quality assurance plan and safety management systems employed by the company e.g., ISO, SANS, etc. The Tenderer shall provide quality management plan or ISO 9001 certificate.
2. The Tenderer shall proof experience in quality management systems and submitting previous executed quality control measures deployed in some or other projects completed by means of certificates or any other means. The Service Provider to attach quality control plan of previous executed projects or certificate.
3. The Tenderer to provide certificates of competence with SAQCC Fire certificate for the project crew who will be deployed in the contract

Attached submissions to this schedule:

.....

.....

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

Scoring will be as follows:

	Quality Management
No Response (Score 0)	The tenderer has submitted no information
Poor (Score 40)	The tenderer submitted information but not relevant to Quality Management
Satisfactory (Score 70)	1 of the items as specified above are addressed
Good (Score 90)	2 of the items as specified above are addressed
Very Good (Score 100)	All the items as specified above are addressed

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-06: Evaluation Schedule - Project Organogram, Management & CV's

The tender must submit CVs, organogram of the project crew with valid certificates of competence and must have a minimum experience of three years in the field of work. The Tenderer is also required to submit a company organogram indicating the project team members to be allocated for TPT with the tender:

1. Provision of Competency Certificates
2. Provision of organogram with team members allocated to TPT.
3. Submitted Inspector CV having an experience of (3) years.
4. 2 or more Technician CVs having an experience of (3) years.

Index of documentation attached to this schedule:

.....

.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Project Organogram, Management & CV's submitted by the Tenderer:

Scoring will be as follows:

	Project Organogram, Management & CV's
No Response (Score 0)	The tenderer has submitted no information
Poor (Score 40)	1 of the items as specified above are addressed
Satisfactory (Score 70)	2 of the items as specified above are addressed
Good (Score 90)	3 of the items as specified above are addressed
Very Good (Score 100)	All the items as specified above are addressed

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-07: Evaluation Schedule - Equipment and Tool List

The tender must submit all machinery (Electrical, mechanical tools) used for the maintenance of fire-fighting equipment and to have valid certificates from approved authorities (SABS, etc). The tools and equipment list must be inclusive of all certificates:

1. Provide valid certificates from approved authorities.
2. Provide list of electrical equipment.
3. Provide list of mechanical equipment.
4. Provide certificates for both electrical and mechanical equipment.

Index of documentation attached to this schedule:

.....

.....

.....

.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Equipment and Tool List submitted by the Tenderer:

Scoring will be as follows:

	Equipment and Tool List
No Response (Score 0)	The tenderer has submitted no information
Poor (Score 40)	1 of the items as specified above are addressed
Satisfactory (Score 70)	2 of the items as specified above are addressed
Good (Score 90)	3 of the items as specified above are addressed
Very Good (Score 100)	All the items as specified above are addressed

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-08: Evaluation Schedule: Track Record

Note to tenderers:

Tenderers are required to submit references for previous completed works related to the service and maintenance of fire equipment and must have a traceable track record as follows:

1. Submit a minimum of three (3) contactable references relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work) for completed work from previous clients and this must relate to similar work on fire equipment maintenance on the client letterhead, signed and dated not older than one (1) year.

Index of documentation attached to this schedule:
.....

The evaluation and scoring of the successfully completed projects will be as follows:

	Track Record
No Response (Score 0)	Tenderer has submitted no information
Poor (Score 40)	1 contactable reference submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
Satisfactory (Score 70)	2 contactable references submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
Good (Score 90)	3 contactable references submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).
Very Good (Score 100)	More than 3 contactable references submitted relevant to this tender with either a completion certificate or written reference (company name, contact person, contact no. and value of work).

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-09: Health and Safety Cost Breakdown

Tenderer (Company)	**Responsible Person**	**Designation**	**Date**
Project/Tender Title	**Project/Tender No.**	**Project Location / Description**	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

I, _____ chairperson of the board of directors _____

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed		Date	
Name		Position	Sole Proprietor

T2.2-11: Record of Addenda to Tender Documents

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

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

T2.2-12: Risk Elements

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

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

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

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

T2.2-13: 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 *service.*

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-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Service 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**
	□	□	□	□	□	□	□

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**
	□	□	□	□	□	□	□

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
	☐	☐	☐	☐	☐	☐	☐

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
	☐	☐	☐	☐	☐	☐	☐

T2.2-14: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore 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 STATUS LEVEL OF CONTRIBUTION Level 1 or 2	**10**
BLACK OWNED EMES AND QSES (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 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-BBBEE 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

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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

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 (20)
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	10
BLACK OWNED EMES AND QSES (51% BO)	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVEDINCE 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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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

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 Specific Goals: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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 Supplier/Service provider
Other Suppliers/Service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution 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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: ……..

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 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] 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.

2.2.1 If so, furnish particulars:

……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……..
……..

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, 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] 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

T2.2-15 NON-DISCLOSURE AGREEMENT

[October 2023]

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

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

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

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

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

   _____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of **T2.2-19** "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____

_____

_____

DATE OF BREACH:

_____

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

Signed on this _____day of _____20_____

_____

SIGNATURE OF TENDER

T2.2-18 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

   a) prices;

b) geographical area where Services will be rendered [market allocation]

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) Tendering with the intention not winning the tender.

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

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

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-19 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

a) prices;
b) geographical area where Goods or Services will be rendered [market allocation];
c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

f) tendering with the intention of not winning the Tender.

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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

Signature ……

Date ……..

T2.2-20: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

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

- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

I, _____ of _____

(insert name of Director or as per Authority Resolution from Board of Directors)

(insert name of Company)

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

Signed this on day _____ at

_____

_____

Signature

T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.

2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).

2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____on this _____day of _____2026

Name: _____

Title: _____

Signature: _____

(Operator)

Authorised signatory for and on behalf of _____

who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	iCLM PE 849/TPT	CLOSING DATE:	20 NOVEMBER 2026	CLOSING TIME:	11H00AM
DESCRIPTION	PROVISION OF MAINTENANCE SERVICES AND THE SUPPLY OF FIRE EQUIPMENT FOR TRANSNET SOC LTD (1990/000/900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI PURPOSE TERMINAL, CONTAINER TERMINAL, FINGER JETTY AND THE PORT OF NGQURA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Not Applicable					
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS					

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.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
(i) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐ No [IF YES ENCLOSE PROOF]		(ii) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐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 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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: .....

Respondent's Signature

Date & Company Stamp

T2.2-23 Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.							
Is the Respondent *(Complete with a "Yes" or "No")*							
A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**			
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.							
No	**Name of Entity / Business**	**Role in the Entity / Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)		
					Active	**Non-Active**	
1							
2							
3							

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

T2.2-24: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 83.1 of the TSC)	**Name of Insurance Company**	**Cover**	**Premium**
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-25: 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:

.....

.....

.....

.....

.....

.....

C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF MAINTENANCE SERVICES AND THE SUPPLY OF FIRE EQUIPMENT FOR TRANSNET SOC LTD (1990/000/900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI PURPOSE TERMINAL, CONTAINER TERMINAL, FINGER JETTY AND THE PORT OF NGQURA CONTAINER TERMINAL FOR A PERIOD OF 4 YEARS

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

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

Name & signature of witness .....

Date .....

.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Name & signature of witness		
Date		

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	**A:** **Priced contract with price list**
	dispute resolution Option	**W1:** **Dispute resolution procedure**
	and secondary Options	**X2** **Changes in the law** **X18:** **Limitation of liability** **Z:** ***Additional conditions of contract***
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Port Terminals** **202 Anton Lembede Street** **Durban** **4001**
	Tel No.	**041 507 2717**
10.1	The *Service Manager* is (name):	**Vuyani Mtati**
	Address	**Transnet Port Terminals** **Port of Port Elizabeth**
	e-mail	**vuyani.mtati@transnet.net**
11.2(2)	The Affected Property is	**Port of Port Elizabeth & Port of Ngqura**

11.2(13)	The *service* is	PROVISION OF MAINTENANCE SERVICES AND THE SUPPLY OF FIRE EQUIPMENT FOR A PERIOD OF 4 YEARS
11.2(14)	The following matters will be included in the Risk Register	**Strike actions, unavailability of equipment and spares and Sprinkler maintenance by competent and registered company & personnel**
11.2(15)	The Service Information is in	**The Service Information**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the conditions of contract**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *service period* is	**TBA**
4	**Testing and defects**	**No additional data is required for this section of the conditions of contract**
5	**Payment**	
50.1	The *assessment interval* is	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* 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 *interest rate* is	**The prime lending rate of the Standard Bank South Africa.**
6	**Compensation events**	**No additional data is required for this section of the conditions of contract**
7	**Use of Equipment Plant and Materials**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	

80.1	These are additional *Employers* risks	**1. Theft** **2. Property Damage** **3. Occurrences**
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the *Contractor)* caused by activity in connection with this contract for any one event is:	**Whatever *Contractor* deems necessary as the *Employer* is not carrying this indemnity.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* 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 *Contractor's* common law liability for people falling outside the scope of the Act.**
83.1	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 R 5 000 000	
83.1	The *Contractor* liability to the *Employer* for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	**The Total of the Prices.**
83.1	For any one event, the *Contractor* liability to the *Employer* for loss of or damage to the *Employers* property is limited to:	**The Total of the Prices.**
83.1	The *Contractor* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	**The Total of the Prices.**
9	**Termination**	**There is no Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	

W1.1	The *Adjudicator* is (Name)	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it is	**The Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Port Elizabeth**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil.**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**The deductible of the relevant insurance policy**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The cost of correcting the defect.**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total of the Prices.**
X18.5	The *end of liability date* is	**12 months after the end of each *service period*.**
Z	***Additional conditions of contract***	

Z1	**Obligations in respect of Termination**	
Z1.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2	**Right Reserved by Transnet to Conduct Vetting through SSA**	
Z2.1		Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Type text here

Z3	**Additional clause relating to Collusion in the Construction Industry**	
Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	**Protection of Personal Information Act**	
Z4.1		The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

C1.2 Contract Data

Part two - Data provided by the *Contractor.*

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

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

Clause	Statement	Data
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**.....%**
	The *subcontracted fee percentage* is	**.....%**
11.2(14)	The following matters will be included in the Risk Register	**T2.2-12**
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**.....**
21.1	The plan identified in the Contract Data is contained in:	**.....**
24.1	The key persons are:	
	1 Name:	**.....**
	Job:	**.....**
	Responsibilities:	**.....**
	Qualifications:	**.....**
	Experience:	**.....**
	2 Name:	**.....**
	Job	**.....**
	Responsibilities:	**.....**
	Qualifications:	**.....**
	Experience:	**.....**
		.....

		CV's (and further key person's data including CVs) are in T2.2-10
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**C2**
11.2(19)	The tendered total of the Prices is	**R.....**

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	5

C2.1 Pricing instructions: Option A

11.1 The *conditions of contract*

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

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

Identified and defined terms 11 11.2

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

11.3 Measurement and Payment

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

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

11.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. T**he Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

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

11.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Ngqura Container Terminal (A)

Servicing - Fire Equipment Type	Quantities	Monthly Price Per Unit- Year1	Annual Price Year 1	Monthly Price Per Unit- Year2	Annual Price Year 2	Monthly Price Per Unit- Year3	Annual Price Year 3	Monthly Price Per Unit- Year4	Annual Price Year 4
4.5 kg DCP	36								
9kg DCP	175								
2kg CO^2	176								
2kg DCP	0								
8kg DCP	0								
2,5kg DCP	101								
1kg DCP	2								
5kg CO^2	126								
Hose reel	33								
Pressure tests (per fire extinguisher)	693								
Service	**Quantities**	**Quarterly Price**	**Price - Yr 1**	**Quarterly Price**	**Price - Yr 2**	**Quarterly Price**	**Price - Yr 3**	**Quarterly Price**	**Price - Yr 4**
Quarterly inspection of all fire equipment	4								
Service	**Quantities**		**Annual Price - Yr 1**		**Annual Price - Yr 2**		**Annual Price - Yr 3**		**Annual Price - Yr 4**
Maintenance of Fire detection system and panels as per scope of works	1								
Maintenance of Foam fire Suppression system as per scope of works	1								
TOTALS (A) – Excluding VAT									

Port Elizabeth Container Terminal (B)

Servicing - Fire Equipment Type	Quantities	Monthly Price Per Unit- Year1	Annual Price - Year 1	Monthly Price Per Unit- Year2	Annual Price - Year 2	Monthly Price Per Unit- Year3	Annual Price - Year 3	Monthly Price Per Unit- Year4	Annual Price - Year 4
7 kg CO2	2								
9 kg DCP	88								
5 kg CO2	101								
6.8 kg CO2	14								
2.5 kg DCP	7								
Hose reels	29								
4.5 kg CO2	2								
4.5 kg DCP	9								
2.5 kg CO2	2								
2kg CO2	16								
50 kg DCP	72								
2 kg DCP	5								
Fire detection system canteen testing and repairs	1								
Pressure tests (per fire extinguisher)	347								
Service	**Quantities**	**Quarterly Price - Yr 1**	**Price - Yr 1**	**Quarterly Price - Yr 2**	**Price - Yr 2**	**Quarterly Price - Yr 3**	**Price - Yr 3**	**Quarterly Price - Yr 4**	**Price - Yr 4**
Quarterly inspection of all fire equipment	4								
TOTALS (B)									

Port Elizabeth Multi-Purpose Terminal (C)

Servicing - Fire Equipment Type	Quantities	Monthly Price Per Unit- Year1	Annual Price - Year 1	Monthly Price Per Unit- Year2	Annual Price - Year 2	Monthly Price Per Unit- Year3	Annual Price - Year 3	Monthly Price Per Unit- Year4	Annual Price - Year 4
9 kg DCP	60								
2.5 kg DCP	13								
7 kg CO2	2								
2.5 kg CO2	10								
2kg CO2	1								
6.8 kg DCP	1								
5 kg CO2	73								
4.5 kg CO2	10								
1.5 kg DCP	2								
9L water	1								
Hose Reel	33								
Water Reel pipe	50								
Diffusers	50								
6.8 kg CO2	11								
SHED 12, 100 and 101 - Sprinkler system testing and repairs	1								
Pressure tests (per fire extinguisher)	184								
Service	**Quantities**	**Quarterly Price - Yr 1**	**Price - Yr 1**	**Quarterly Price - Yr 2**	**Price - Yr 2**	**Quarterly Price - Yr 3**	**Price - Yr 3**	**Quarterly Price - Yr 4**	**Price - Yr 4**
Quarterly inspection of all fire equipment	4								
TOTALS (C)									

FIRE AND EMERGENCY EQUIPMENT PARTS (D)

Fire Equipment Type	Quantities	Parts of Fire Equipment to be maintained (But not limited to the list)	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4	
Carbon Dioxide Fire Extinguisher							
	20	1. New valve (Extinguisher head assembly)					
	10	2. Safety pin					
	20	3. Hose and horn					
	80	4. Instruction label					
	20	5. Seal Replacement					
	200	6. CO2 refill					
Dry chemical powder and water extinguishers							
	20	1. Extinguisher head assembly					
	20	2. Replacement discharge hose & nozzle					
	10	3. Safety pin					
	10	4. Replacement syphon tube					
	20	5. Instruction label					
	10	6. Seal replacement					
	20	7. Extinguisher gauge replacement					
	15	8. "O" Ring replacement					
	200	9. Dry chemical powder refill					

	100	10. Foam re-fi				
Fire Hydrants	10	1. Labour per hour (estimate per hour)				
	10	2. Hydrant lip seal				
	10	3. Hydrant clack washer				
	10	4. Replacement valve				
Hose Reels	10	1. Hose Frame				
	10	2. The hose itself				
	10	3. Clamps				
	10	4. Waterways				
	10	5. Gland Packing				
	10	6. Hose reel complete				
	20	7. Nozzle (Plastic)				
	20	8. Hose Guide				
	20	9. Seals				
Flat hose	20	1. Hose replacement – Duraline or equivalent (30m + 64.5mm coupling)				
	20	2. Binding of hose				
	20	3. Replacement coupling				
	20	4. Patching				
Smoke detector system	24	1.Batterries				
	1	2.Fire				

		sounder					
	10	3.Fire alarm cable per meter					
	2	4.Smoke detector plus base					
TOTALS (D)							

Item no	Description	Total Prices for Year 1+2+3+4 (Excluding VAT)
A	**Ngqura Container Terminal**	
B	**Port Elizabeth Container Terminal**	
C	**Port Elizabeth Multi-Purpose Terminal**	
D	**FIRE AND EMERGENCY EQUIPMENT PARTS**	
	The total of the Prices excluding VAT and to be carried over to C1.1 Form of Offer and Acceptance	

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	*Service Information*	13
	Total number of pages	14

C3.1 Service Info rmation

1 Description of the *service*

1.1 Executive overview

The service that the Contractor is to perform includes the maintenance services for all firefighting equipment and systems, as well as the supply and replacement of firefighting equipment on an as-and-when-required basis. The appointed contractor will be responsible to ensure the continuous availability, reliability, and compliance of firefighting equipment across the Port Elizabeth Multipurpose Terminal (PEMT), Port Elizabeth Container Terminal (TPT PE), Finger Jetty, and Ngqura Container Terminal (NCT).

1.2 Employers Objective

The Employer's current objective is to appoint a suitably qualified and experienced service provider to provide firefighting equipment inspection, testing, maintenance, repair, servicing, certification, and the as and when required supply of firefighting equipment to the Port Elizabeth Multipurpose Terminal (PEMT), Port Elizabeth Container Terminal (PECT), Finger Jetty, and Ngqura Container Terminal (NCT) for a period of four (4) years.

The service is intended to ensure that all firefighting equipment, systems, and associated infrastructure remain fully operational, compliant with applicable statutory requirements, industry standards, OEM specifications, and Transnet Port Terminals (TPT) safety requirements. The appointed contractor will be responsible for the preventative and corrective maintenance of firefighting equipment to ensure continuous readiness and reliability in safeguarding employees, contractors, visitors, assets, cargo, vessels, equipment, and port operations against fire-related incidents.

Furthermore, the contract aims to support TPT's commitment to maintaining a safe working environment by minimizing fire risks, ensuring regulatory compliance, improving emergency preparedness, reducing equipment downtime, and providing timely response to maintenance requirements. The service provider shall also ensure that all inspections, testing, maintenance activities, and certifications are accurately documented and reported, thereby enabling TPT to meet its legal, operational, and audit requirements throughout the duration of the contract period.

1.3 Access to the Affected Property

Access to the affected property shall be through the designated security-controlled entry points of the Port of Port Elizabeth Multipurpose Terminal (PEMT), Port Elizabeth Container Terminal (PECT), Finger Jetty,

and Ngqura Container Terminal (NCT), and associated Transnet Port Terminals facilities. All personnel, vehicles, equipment, and materials entering the port precinct must comply with Transnet National Ports Authority (TNPA) and Transnet Port Terminals (TPT) access control, safety, and security requirements. Contractors and visitors shall:

- Obtain the necessary port access permits and authorizations before entering the site.
- Ensure all personnel carry valid identification and access cards at all times.
- Comply with port security regulations, vehicle inspection procedures, and traffic management requirements.
- Adhere to occupational health, safety, environmental, and emergency response procedures applicable within the port.
- Coordinate access arrangements with the designated Transnet representative to ensure uninterrupted terminal operations.

Access to operational areas may be restricted during vessel movements, cargo handling activities, security incidents, or other operational requirements, and contractors shall plan their activities accordingly.

1.4 Provisions

1.4.1 The *Contractor* provides all labour, supervision, technical expertise, tools, testing equipment, vehicles, materials, consumables, spare parts, and replacement firefighting equipment necessary to perform the required services..

2 SERVICE

2.1 Temporary service, Affected Property & constraints on how the *Contractor* Provides the Service

2.1.1 Affected Property entry and security control, permits, and Affected Property regulations

The *Contractor* complies with the Employer's Affected Property entry and security control, permits and Affected Property regulations.

2.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:

2.1.2.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

2.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.1.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of the Employer. To this end, access routes are allocated and coordinated by the *Service Manager.*

2.1.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

2.1.2.5 All *Contractor's* staff and labour working within Affected Property complies with Transnet Port Terminal (TPT) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

2.1.3 People restrictions on Affected Property; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the Affected Property with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

3 LIST ANNEXURES

- Annexure A: SHERQ SHE file requirements
- Annexure B: Contractor Questionnaire
- Annexure C: Section 37 Mandatary Agreement
- Annexure D: Security Application Form
- Annexure E: Fire Equipment List
- Annexure A1: PE Terminals Fire Services
- Annexure A2: NCT Fire Services

4 Health and Safety Information

4.1 General

The *Contractor's* attention is directed to the Health and Safety Specification, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and

Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

4.1.1 For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Service Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.

4.1.2 The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Service Manager* on matters pertaining to occupational health and safety.

4.1.3 The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.

4.1.4 The *Contractor* shall furnish the *Service Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.

4.1.5 The *Contractor* shall advise the *Service Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.

4.1.6 A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.

4.1.7 The *Contractor* shall comply with the current Transnet Specification, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Service Manager:*

- documentary proof of his procedural compliance with the Act, and
- particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification.
- The *Contractor's* Health and Safety Program will be subject to agreement by the *Service Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

4.1.8 All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

4.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Service Manager* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This

site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the *Service Manager*, before any construction work can commence.

4.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace".** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

4.4 Safety Meetings

The *Contractor* shall ensure that a safety representative is appointed, and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Service Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

5 Procurement

6.1 The *Contractor's* Invoices

6.1.1 The invoice states the following:

- Invoice addressed to Transnet SOC Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and

6.1.2 The invoice contains the supporting detail:

A bill format as per the tender document indicating previously paid, paid to date and amount due for the month.

The invoice is presented either by email or by hand delivery.

6.1.3 Invoices submitted by email are addressed to:

Vuyani Mtati and Cecilia Zweni

Vuyani.mtati@transnet.net

Cecilia.zweni@transnet.net

6.1.4 Invoices submitted by hand are presented to:

Vuyani Mtati and Cecilia Zweni

Vuyani.mtati@transnet.net

Cecilia.zweni@transnet.net

The invoice is presented as an original.

SCOPE OF WORK REQUIREMENTS

The service provider should provide maintenance services and supply as and when required for all fire-fighting equipment. This will include the following but limited to:

1.1. All work shall be executed by competent technicians at TPT PE, Finger Jetty and TPT NCT. The technicians or personnel and company to provide an SAQCC fire certification

1.2. All executed work shall have a warranty period of 12 months minimum this to include workmanship and replaced components.

1.3. Fire equipment technicians are expected to execute the following duties of sprinkler system, fire detection, gas (fire) suppression, fire pump, fire hose reels, fire hydrants and portable fire equipment maintenance and servicing, monthly inspections of fire extinguishers, testing, pressure testing, supply and installations where needed.

1.4. The monthly service where fire extinguishers are due, these will include fire extinguishers listed in the attached documents Annexure A1/A2 and B. **Quantities and location of firefighting equipment attached Annexure A1/A2) and Annexure E.**

The pressure testing of fire extinguishers and fire hydrants, installation, painting andrefilling of firefighting equipment and the provision of parts when required.

1.5. Where units are condemned or out for pressure testing or repairs, the service provider needs to mount replacement units' equivalent to the size and type **withinone week,** inform the SHEQ department concerning replacement units.

1.6. The condemned units shall be disposed of by the service provider and thereafter provide disposal certificate to the SHEQ department.

1.7. The Service Provider needs to provide the original invoice for any spare used forreplacements during the service.

1.8. The Service Provider shall provide the maintenance services to the fire hoses and hose reels, which will include cleaning, pressure testing, patching and binding, yearlyoverhaul service, yearly testing.

1.9. The Service Provider will be requested at times to service fire extinguishers on an adhock basis in the event that the pressure gauge is identified to be low or a fire extinguisher gets used to extinguish fire.

1.10. The Service Provider shall provide maintenance and services to the sprinkler system which will include yearly overhaul servicing, yearly testing & servicing, as well as onrequest maintenance.

1.11. Service Provider to test full functionality of the fire detection and suppression system monthly requirement by checking the following:

- Check and test for voltages (230 AC and 24 VDC)
- Check and test all signal lamps
- Check and test all alarms including the detection system.
- Check and test external horns
- Check and test all detectors
- Check all suppression C02 cylinders
- Check all siren bells

  NB! All tests to be simulated without dispersing the suppression gas.

1.12. The servicing and maintenance of fire detection and suppression system at PEMPT shall be executed during the planned shutdown outages. Furthermore, the PECT & NCT fire detection and suppression shall be done as per the terminal service dates.

1.13. The Service Provider shall provide maintenance services to the fire detection, firesuppression system, fire alarm system, fire pumps and hydrants, foaming system, yearly overhaul servicing, yearly testing & servicing as well as on request maintenance and replacement of faulty parts. After maintenance, the service provider is required to provide a detailed report indicating defects and condition of the system. Replacement of parts or fixing of faults needs to be done within two weeks after maintenance and service has been conducted.

1.14. Inspection of all fire equipment on a quarterly basis and providing a report to the SHEQ Manager. Inspection schedule must be created by the service provider and provided to the SHEQ department by splitting the inspections into different sections tobe covered over 3 months due to the size of the Ports and number of fire extinguishers. The service provider must provide personnel who will be conductingthe quarterly inspections.

1.15. The Service Provider is required to create a schedule for all fire equipment and indicate their maintenance intervals. When the equipment is due for service the service provider must make arrangements to come to the Terminal and conduct the servicing and provide sufficient manpower for the job, not less than 2 Technicians toincrease the turnaround time for maintenance.

1.16. Upon completion of the maintenance and inspection, a report indicating defects identified must be provided to the SHEQ department. Repairs of defects must commence within two weeks after maintenance has been conducted e.g. (pressure testing, fixing of damaged parts in fire extinguisher, fixing faults in fire detection system etc.)

1.17. The Service Provider shall bring the technicians and their assistants to the Ports for induction and orientation of the TPT PE and NCT Safety, Health, Environment and Quality (SHEQ) policies as well as the procedures. The work will be carried out underthe supervision or inspected when finished by the relevant supervisor of the area andthe service provider will be responsible for the acts and omissions of its employees. Once the supervisor is satisfied with the work, he will sign the register.

1.18. On completion of the work in all the areas, the service provider shall bring the **signed registers or**

job card of the work done and the **compliance certificate** to tSHEQ representative to certify that the work has been done according to the legal required standard. Refer to Compliance with item 4.

1.19. At the end of each month or work done the service provider shall make out a **detailed job card**, have it signed by a Transnet Port Terminal representative at theTransnet Port Terminals SHEQ Department. A copy of the original job card with the tax invoice must be handed in.

1.20. The Service Provider shall be required to scheduling of work:

- The Service Provider shall have first-hand knowledge of contracts of this nature, his own capabilitiesand the current activity in engineering is to give a schedule time for execution of the works; and
- The Service Provider must note that other parts of the terminal will be operational during the execution ofall onsite work.
- The successful Service Provider would be required to schedule his site work such that it does not interfere with the terminal's operations or there is minimal disturbance to operation.

2. COMPLIANCE

The service provider shall ensure that all the statutory laws pertaining to but not limited to the handling of compressed cylinders, transportation of hazardous material, labour relations,occupational health & safety and national building regulations act are complied with.

2.1. The service provider must submit:

- The proof of company registration with ASIB for sprinklers, SAQCC Fire for fire extinguishers, fire detection and alarm as well as gas suppression.
- If the service provider does not have company registration for ASIB they can sign a joint venture. Where a bid is submitted by a Joint Venture (JV), the bidder shall provide:
- A duly signed Joint Venture Agreement, clearly outlining the roles, responsibilities, and percentage participation of each JV partner.
- Proof of registration and good standing with the relevant regulatory or professional body, including the **Automatic Sprinkler Inspection Bureau (ASIB)**, where applicable to the services being tendered.
- The lead partner shall be clearly identified in the Joint Venture Agreement and shall act as the primary point of contact for the duration of the contract.
- Health and safety legal appointments
- Valid letter of good standing as proof of registration to the Compensation Commissioner or similar accredited organisation.
- Risk assessment for the work to be done.
- Proof that its personnel (technicians) have been trained and registered with SAQCC Fire.

Comply with the Transnet Port Terminals personal protective equipment.

- Proof of registration with SABS 1475 (must be the current certificate not the expiringone).
- Proof of registration with SANAS or the agreement to use the SANAS approved company.
- Any lifting equipment, ladders and scaffolding to be used for any of the work to be done is to have inspections logbooks and load test certificates.
- The Service Provider shall have a warranty minimum period of 12 months for all executed work this to include workmanship and replaced components
- The bidder shall possess a minimum CIDB grading designation of SF5 CE or Higher (subject to final approved tender value).
- Proof that the grading is active and in good standing at tender closing date.

2.2. The Service Provider shall at all times act professionally while in the premises of TPT.

3. RETURNABLE DOCUMENTS

- Quality assurance plan and safety management systems employed by the company e.g., ISO, SANS, etc. The Service Provider to attach quality management plan or ISO 9001 certificate to T1 Returnable Schedule.
- Provide proof of previous quality control measures deployed in some or other projects completed by means of certificates or any other means. The Service Provider to attach quality control plan previously deployed in other projects or certificate to T2 Returnable Schedule.
- Proof that its personnel (technicians) have been trained and registered with SAQCC Fire. The Service Provider to provide certificates of competence with SAQCC Fire certificate who will be deployed in the contract and attach this to T3 Returnable Schedule.

3.1. Project Team members:

- Project crew with valid certificates of competence in firefighting equipment maintenance. The crew (technician and inspector) shall have a minimum of three years in the field.
- Company organogram indicates the project team members to be allocated for TPT.
- The Service Provider attaches crew CVs indicating experience and Organogram to T4 Returnable Schedule.

3.2. Tools and Equipment:

- All machinery (Electrical, mechanical tools) used for the maintenance of fire-fighting equipment to have valid certificates from approved authorities (SABS, etc).
- The Service Provider to attach the tools and equipment list inclusive of certificates to T5 Returnable Schedule.

3.3. Years of experience, track record and value of contracts:

- Years of experience of the firefighting equipment inspector. TPT requires three (3) years or more of experience.

- The Service Provider, to attach traceable track record, submit three (3) reference letters of completed work from previous clients to T6 Returnable Schedule.

ESSENTIAL DOCUMENTS:

3.4. Quality Assurance Certificates:

Proof of company registration with ASIB and SANAS. The Service Provider to attach proof of registration to E1 Eligibility Returnable Schedule.

3.5. Service provider must comply and submit a valid letter of good standing as proof of registration to the Compensation Commissioner or similar accredited organisation. Attach Letter of Good standing to E2 Eligibility Returnable Schedule.

3.6. The bidder shall be registered with the Construction Industry Development Board (CIDB) in the Specialist Works (SF) Class of Works.

3.7. Bidders must submit:

3.8. Valid CIDB Registration Certificate.

3.9. CIDB CRS Number.

3.10. Proof that the grading is active and in good standing at tender closing date.

3.11. Failure to submit a valid CIDB certificate meeting the minimum grading requirement shall render the bid non-responsive. E3 Eligibility Returnable Schedule

4. TPT TO SUPPLY

- Gate access for service providers to attend site meetings.
- TPT provide fire equipment list and location.

5. SECURITY REQUIREMENTS

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

- Copy of Identification Document (SAPS Certified)
- Duration of permit required.
- Name list of persons and list of vehicles
- Copy of Safety Induction Register
- Copy of Medical fitness certificates
- Driver's licenses for all vehicles drivers (SAPS Certified)
- Valid roadworthy certificate for all vehicles / copy of latest license renewal

- Hired vehicle – Proof of Lease agreement.

6. SHERQ TPT- PE FILE SITE REQUIREMENTS

- The following documents must be submitted with the SHE file @ PE & NCT by the successful service provider for approval at the TPT SHEQ department before any work commences:
    - Annexure A: SHERQ SHE file requirements
    - Annexure B: Contractor Questionnaire
    - Annexure C: Section 37 Mandatary Agreement

Annexure E: Fire Equipment List

PE TERMINALS FIRE EQUIPMENT			
Area	**Equipment**	**System Type**	**Comments**
PEBULK	A Reclaimer E-House	4 Zone Detection System	
	B Reclaimer E-House	4 Zone Detection & Suppression System	
	C Reclaimer E-House	4 Zone Detection System	
	A Stacker E-House	4 Zone Detection System	
	B Stacker E-House	4 Zone Detection System	
	A Ship loader E-House	4 Zone Detection System	
	B Ship loader E-House	4 Zone Detection System	
	T9 MCC Room	4 Zone Detection System	
	T9 Substation Room	4 Zone Detection System	
	T8 MCC Room (SCADA Server)	4 Zone Detection System	
	Container Substation	4 Zone Detection System	
	T9 Substation Room	4 Zone Detection System	
	Ore Berth Resistor Room	4 Zone Detection System	
	Ore Berth Transformer Room	4 Zone Detection System	
	Ore Berth MV Room	4 Zone Detection System	
	Ore Berth LV Room	4 Zone Detection System	
PECT	MHC (Mobile Harbour Crane	Detection & Suppression System	Egonharig Flamtron (Fire and Extinguishing system with TMZ-4-D-Central unit).
	TNPA Admin Building (ICT Server)	Fire detection and extinguishing system HFC 227 ea. Fire Extinguishing System (Aritech Fire Panel)	
	STS Crane 4	Detection & Suppression System	
	STS Crane 3	Detection & Suppression System	
	SHED 101	Sprinkler System	
	SHED 100	Sprinkler System	

NCT TERMINALS FIRE EQUIPMENT			
Area	**Equipment**	**System Type**	**Comments**
NCT	Liebherr RTGs	1 Zone Detection System and suppression system	
	Admin 1st Floor (ICT Server)	Detection and suppression system	
	Hauler-zone (ICT Server)	Detection and suppression system	
	Substation 1A	Detection and suppression system	
	Substation 2A	Detection and suppression system	
	Substation 1B	Detection and suppression system	
	Substation 2B	Detection and suppression system	
	Substation 1A	Detection and suppression system	
	Liebherr RTGs	1 Zone Detection System and suppression system	
	Kalmar RTGs	1 Zone Detection System	
	Liebherr Ship-to- Shore Crane	4 Zone Detection System and suppression system	
	Kalmar RTGs	1 Zone Detection System	
	Liebherr Ship-to- Shore Crane	4 Zone Detection System and suppression system	
	RMG	7 Zone Detection System	
	Fuel Facilities	Fire suppression system and sprinklers	
	Admin 2nd Floor Server Room (ICT Server)	Detection and suppression system	

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
1	SHEQ OFFICE DOWNSTAIRS	CO2	2KG
2	OUTSIDE SHEQ OFFICE	CO2	6.8KG
3	BOARDROOM SHEQ	DCP	9KG
4	SHEQ OFFICE PASSAGE	CO2	2KG
5	SHEQ OFFICE UPSTAIRS	CO2	2KG
6	OUTSIDE SHEQ OFFICES	FIRE HYDRANT	
7	FINANCE PASSAGE	CO2	2KG
8	FINANCE KITCHEN	CO2	5KG
9	FINANCE PASSAGE	DCP	9KG
10	FINANCE PASSAGE	CO2	2KG
11	HUMAN RESOURCE OFFICE	CO2	5KG
12	HUMAN RESOURCE PASSAGE	CO2	2.27KG
13	HUMAN RESOURCE PASSAGE	CO2	2.27KG
14	HUMAN RESOURCE	CO2	2KG
15	GOLF 2 GUARD HOUSE	DCP	9KG
16	SECURITY ADMISSION	DCP	9KG
17	OUTSIDE SECURITY ADMISSION	CO2	5KG
18	NEW MASS PASSAGE	CO2	4.5KG
19	NEW MASS PASSAGE	HOSE REEL	
20	NEW MASS CANTEEN	CO2	5KG
21	NEW MASS LOCKER ROOM	HOSE REEL	4.5KG
22	NEW MASS OUTSIDE	HYDRANT	2KG
23	NEW MASS LADIES LOCKER ROOM	CO2	5KG
24	P-CHECK OFFICE	CO2	2KG
25	P-CHECK OFFICE	CO2	5KG
26	OUTSIDE TRUCK IN	DCP	9KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
27	P-CHECK GUARD HOUSE	DCP	9KG
28		UNDERGROUND HYDRANT	
29		UNDERGROUND HYDRANT	
30		UNDERGROUND HYDRANT	
31		UNDERGROUND HYDRANT	
32	STRADDLE WORKSHOP T	DCP	9KG
33	STRADDLE WORKSHOP T	CO2	2KG
34	STRADDLE WORKSHOP W	HOSE REEL	
35	STRADDLE WORKSHOP	CO2	6.8KG
36	STRADDLE WORKSHOP	CO2	5KG
37	STRADDLE WORKSHOP	CO2	6.8KG
38	STRADDLE WORKSHOP	CO2	5KG
39	STRADDLE WORKSHOP	DCP	9KG
40	STRADDLE WORKSHOP	DCP	9KG
41	STRADDLE WORKSHOP	DCP	9KG
42	STRADDLE WORKSHOP	CO2	4.5KG
43	STRADDLE WORKSHOP	CO2	5KG
44	STRADDLE WORKSHOP	CO2	5KG
45	STRADDLE WORKSHOP	CO2	5KG
46	STRADDLE WORKSHOP	CO2	5KG
47	STRADDLE WORKSHOP	CO2	5KG
48	STRADDLE WORKSHOP	CO2	5KG
49	STRADDLE WORKSHOP	DCP	9KG
50	STRADDLE WORKSHOP	CO2	6.8KG
51	STRADDLE WORKSHOP	CO2	6.8KG
52	STRADDLE WORKSHOP	CO2	5KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
53	STRADDLE WORKSHOP	CO2	5KG
54	STRADDLE WORKHOP	CO2	5KG
56	STRADDLE WORKSHOP	CO2	5KG
57	STRADDLE WORKSHOP COMPRESSOR ROOM	DCP	9KG
58	STRADDLE WORKSHOP COMPRESSOR ROOM	DCP	9KG
59	STRADDLE WORKSHOP	CO2	6.8KG
60	STRADDLE STORE ROOM	HOSE REEL	
61	STRADDLE STORE ROOM	CO2	5KG
62	STRADDLE MASS ROOM	DCP	9KG
63	STRADDLE MASS ROOM	CO2	5KG
64	STRADDLE MASS ROOM	DCP	9KG
65	STRADDLE MASS ROOM	CO2	5KG
66	STRADDLE WORKSHOP	CO2	5KG
67	STRADDLE WORKSHOP	CO2	5KG
68	STRADDLE WORKSHOP	CO2	5KG
69	STRADDLE WORKSHOP	CO2	5KG
70	STRADDLE WORKSHOP	CO2	5KG
71	STRADDLE WORKSHOP	CO2	6.8KG
72	STRADDLE GARAGE OFFICE	HOSE REEL	
73	STRADDLE GARAGE OFFICE	CO2	5KG
74	STRADDLE GARAGE OFFICE	CO2	5KG
75	STRADDLE WORKSHOP	CO2	6.8KG
76	STRADDLE WORKSHOP	CO2	5KG
77	STRADDLE WORKSHOP	CO2	6.8KG
78	STRADDLE WORKSHOP	CO2	6.8KG
79	STRADDLE WORKSHOP	CO2	6.8KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
80	OUTSIDE STRADDLE WORKS	HYDRANT	
81	DIESEL TANKS	DCP	9KG
82	DIESEL TANKS	DCP	9KG
83	DIESEL TANKS	CO2	5KG
84	SCRAP YARD	HYDRANT	
85	STRADDLE PUMP STATION	DCP	9KG
86	STRADDLE PUMP STATION	DCP	9KG
87	IZ102 GROUND FLOOR	CO2	5KG
88	IZ102 1ST FLOOR	CO2	5KG
89	IZ102 2ND FLOOR	CO2	5KG
90	IZ103 GROUND FLOOR	CO2	5KG
91	IZ103 1ST FLOOR	CO2	5KG
92	IZ103 2ND FLOOR	CO2	5KG
93	HAZARDOUS CAGE	DCP	9KG
94	HAZARDOUS CAGE	DCP	9KG
95	HAZARDOUS CAGE	DCP	9KG
96	HAZARDOUS CAGE	DCP	9KG
97	REEFERS	DCP	9KG
98	REEFERS	CO2	5KG
99	REEFERS	DCP	9KG
100	REEFERS	DCP	9KG
101	REEFERS	CO2	5KG
102	REEFERS	CO2	5KG
103	REEFERS	CO2	5KG
104	103 MASS ROOM	CO2	2KG
105	103 SAFETY CABINETS	DCP	9KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
106	OUTSIDE 103 BUILDING	DCP	9KG
107	103 STORE ROOM	DCP	9KG
108	103 WORKSHOP	DCP	9KG
109	103 OUTSIDE LOCKER ROOMS	DCP	9KG
110	102 MASS ROOM	CO2	2KG
111	102 SAFETY CABINET	DCP	9KG
112	SAFETY CABINET	FIRE BLANKET	
113	OUTSIDE 102 BUILDING	DCP	9KG
114	OUTSIDE 102 BUILDING	DCP	9KG
115	102 STOREROOM	DCP	9KG
116	102 WORKSHOP	CO2	5KG
117	OUTSIDE 102 LOCKER ROOM	DCP	9KG
118	YELLOW BUILDING	CO2	5KG
119	YELLOW BUILDING	DCP	9KG
120	REEFERS	CO2	5KG
121	REEFERS	CO2	5KG
122	REEFERS	CO2	5KG
123	REEFERS	CO2	5KG
124	REEFERS	CO2	5KG
125	REEFERS	CO2	5KG
126	REEFERS	CO2	5KG
127	REEFERS	CO2	5KG
128	REEFERS	CO2	5KG
129	REEFERS	CO2	5KG
130	REEFERS	CO2	5KG
131	REEFERS	CO2	5KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
132	REEFERS	CO2	5KG
133	REEFERS	CO2	5KG
134	REEFERS	DCP	9KG
135	REEFERS	DCP	9KG
136	REEFERS	CO2	5KG
137	REEFERS	CO2	5KG
138	REEFERS	CO2	5KG
139	OUTSIDE SHED 101	HYDRANT	
140	OUTSIDE SHED 101	HYDRANT	
141	OUTSIDE SHED 101	HYDRANT	
142	SHED 101	HOSE REEL	5KG
143	SHED 101	DCP	9KG
144	SHED 101	HOSE REEL	
145	SHED 101	DCP	9KG
146	SHED 101	DCP	9KG
147	SHED 101	HOSE REEL	
148	SHED 101	DCP	9KG
149	SHED 101	HOSE REEL	
150	SHED 101	HOSE REEL	
151	SHED 101	DCP	9KG
152	SHED 101	HOSE REEL	
153	SHED 101	DCP	9KG
154	SHED 101	DCP	9KG
155	SHED 101	HOSE REEL	
156	SHED 101	HOSE REEL	
157	SHED 101	DCP	9KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
158	SHED 101	HOSE REEL	
159	SHED 101	DCP	9KG
160	SHED 101	HOSE REEL	
161	SHED 101	DCP	9KG
162	SHED 101	HOSE REEL	
163	SHED 101	DCP	9KG
164	SHED 101	HOSE REEL	
165	SHED 101	DCP	9KG
166	SHED 101	CO2	5KG
167	SHED 101	HOSE REEL	
168	SHED 101	DCP	9KG
169	SHED 101	HOSE REEL	
170	OUTSIDE SHED 101	HYDRANT	
171	SHED 101 MASS ROOM	DCP	9KG
172	SHED 101 MASS ROOM	CO2	5KG
173	SHED 101 MASS ROOM	DCP	9KG
174	SHED 101 MASS ROOM	CO2	2KG
175	SHED 101 MASS ROOM	CO2	2.27KG
176	REEFERS	CO2	5KG
177	REEFERS	CO2	5KG
178	REEFERS	CO2	5KG
179	OUTSIDE SUBSTATION	CO2	5KG
180	OUTSIDE SUBSTATION	CO2	5KG
181	NRE GUARD HOUSE	DCP	9KG
182	NRE GUARD HOUSE	DCP	9KG
183	NRE CANTEEN	DCP	4.5KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
184	NRE CANTEEN	DCP	4.5KG
185	NRE CANTEEN	HOSE REEL	
186	NRE CANTEEN	DCP	9KG
187	NRE CANTEEN	DCP	4.5KG
188	NRE CANTEEN	DCP	4.5KG
189	NRE CANTEEN KITCHEN	CO2	5KG
190	NRE CANTEEN KITCHEN	HOSE REEL	
191	NRE CANTEEN	DCP	4.5KG
192	NRE CANTEEN LOADING	DCP	4.5KG
193	NRE CANTEEN LOADING	DCP	4.5KG
194	NRE I.T. DEPT	CO2	5KG
195		HOSE REEL	
196	NRE PLANNING	CO2	5KG
197	NRE PLANNING	CO2	5KG
198	OUTSIDE NRE SUBSTATION	CO2	5KG
199	NRE SAFETY SUBSTATION	FIRE BLANKET	
200	NRE OPS CENTRE	CO2	2KG
201	NRE	DCP	2.5KG
202	NRE PASSAGE	DCP	9KG
203	NRE PROCUREMENT	HOSE REEL	
204	NRE PROCUREMENT	CO2	2KG
205	NRE GARAGE	DCP	9KG
206	NRE GARAGE	HOSE REEL	
207	NRE GARAGE	DCP	2.5KG
208	NRE GARAGE	CO2	6.8KG
209	NRE GARAGE	HOSE REEL	

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
210	NRE GARAGE	DCP	9KG
211	NRE GARAGE	HOSE REEL	
212	NRE GARAGE	CO2	5KG
213	NRE GARAGE	DCP	9KG
214	NRE GARAGE	DCP	9KG
215	NRE GARAGE	DCP	9KG
216	NRE GARAGE	CO2	5KG
217	NRE GARAGE	CO2	6.8KG
218	NRE WORKSHOP	DCP	9KG
219	NRE WORKSHOP	DCP	9KG
220	NRE WORKSHOP	DCP	9KG
221	NRE WORKSHOP	DCP	9KG
222	NRE WORKSHOP	DCP	9KG
223	NRE WORKSHOP	CO2	2KG
224	NRE WORKSHOP	CO2	5KG
225	STRADDLE WORKSHOP PARKING	HYDRANT	
226	NRE BEHIND GAS STORE	HYDRANT	
227	NRE GAS STORE	DCP	9KG
228	NRE CABLE STORE	CO2	5KG
229	NRE	DCP	9KG
230	NRE PUMPHOUSE	CO2	5KG
231	NRE CLINIC	DCP	9KG
232	NRE CLINIC	DCP	9KG
233	NRE WASHBAY	DCP	9KG
234	GOLF 7 GUARD HOUSE	DCP	9KG
235	OUTSIDE NRE BUILDING	DCP	9KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
236	NRE GARAGE	DCP	9KG
237	CAR TERMINAL OFFICE	CO2	2KG
238	CAR TERMINAL OFFICE	CO2	2KG
239	CAR TERMINAL OFFICE	CO2	2KG
240	CAR TERMINAL GUARD HOUSE	DCP	9KG
241	CAR TERMINAL	DCP	50KG
242	CAR TERMINAL	DCP	50KG
243	CAR TERMINAL	DCP	50KG
244	CAR TERMINAL	DCP	50KG
245	CAR TERMINAL WASHBAY	DCP	9KG
246	CAR TERMINAL WASHBAY	DCP	9KG
247	CAR TERMINAL WASHBAY	DCP	9KG
248	CAR TERMINAL WASHBAY	HOSE REEL	
249	CAR TERMINAL WASHBAY	HOSE REEL	
250	CAR TERMINAL WASHBAY	DCP	9KG
251	CAR TERMINAL	DCP	9KG
252	CAR TERMINAL WASHBAY	DCP	50KG
253	CAR TERMINAL WASHBAY	DCP	50KG
254	CAR TERMINAL WASHBAY	DCP	50KG
255	CAR TERMINAL	DCP	50KG
256	CAR TERMINAL	DCP	50KG
257	CAR TERMINAL SUBSTATION	DCP	9KG
258	CAR TERMINAL	DCP	50KG
259	CAR TERMINAL	DCP	50KG
260	CAR TERMINAL	DCP	50KG
261	CAR TERMINAL	DCP	50KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
262	CAR TERMINAL	DCP	50KG
263	CAR TERMINAL	DCP	50KG
264	CAR TERMINAL	DCP	50KG
265	CAR TERMINAL	DCP	50KG
266	CAR TERMINAL	DCP	50KG
267	CAR TERMINAL	DCP	50KG
268	CAR TERMINAL	DCP	50KG
269	CAR TERMINAL	DCP	50KG
270	CAR TERMINAL	DCP	50KG
271	CAR TERMINAL	DCP	50KG
272	CAR TERMINAL	DCP	50KG
273	CAR TERMINAL	DCP	50KG
274	CAR TERMINAL	DCP	50KG
275	CAR TERMINAL	DCP	50KG
276	CAR TERMINAL	HYDRANT	
277	CAR TERMINAL	DCP	50KG
278	CAR TERMINAL DESPATCH	HOSE REEL	
279	CAR TERMINAL DESPATCH	DCP	50KG
280	CAR TERMINAL DESPATCH	HOSE REEL	
281	CAR TERMINAL DESPATCH	CO2	5KG
282	CAR TERMINAL	DCP	50KG
283	CAR TERMINAL	DCP	50KG
284	CAR TERMINAL	HYDRANT	
285	CAR TERMINAL	DCP	50KG
286	CAR TERMINAL	DCP	50KG
287	CAR TERMINAL	DCP	50KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
288	CAR TERMINAL	DCP	50KG
289	CAR TERMINAL	DCP	50KG
290	CAR TERMINAL	DCP	50KG
291	CAR TERMINAL	DCP	50KG
292	CAR TERMINAL	DCP	50KG
293	CAR TERMINAL	DCP	50KG
294	CAR TERMINAL	DCP	50KG
295	CAR TERMINAL SHED	DCP	9KG
296		HOSE REEL	
297	CAR TERMINAL SHED	DCP	9KG
298		DCP	50KG
299		DCP	50KG
300		DCP	50KG
301		DCP	50KG
302		HYDRANT	
303	CAR TERMINAL	DCP	50KG
304	CAR TERMINAL DESPATCH	HOSE REEL	
305	CAR TERMINAL DESPATCH	DCP	50KG
306	CAR TERMINAL DESPATCH	HOSE REEL	
307	CAR TERMINAL DESPATCH	CO2	5KG
308	CAR TERMINAL	DCP	50KG
309	CAR TERMINAL	DCP	50KG
310	CAR TERMINAL	HYDRANT	
311	CAR TERMINAL	DCP	50KG
312	CAR TERMINAL	DCP	50KG
313	CAR TERMINAL	DCP	50KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
314	CAR SHED		
315	CAR SHED		
316	CAR SHED		
316 A	CAR SHED	DCP	50KG
316 B	CAR SHED	DCP	50KG
316 C	CAR SHED	DCP	50KG
316 D	CAR SHED	DCP	50KG
316 E	CAR SHED	DCP	50KG
316 F	CAR SHED	DCP	50KG
316 G	CAR SHED	DCP	50KG
316 H	CAR SHED	DCP	50KG
316 I	CAR SHED	DCP	50KG
316 J	CAR SHED	DCP	50KG
317	CAR TERMINAL	DCP	50KG
318	CAR TERMINAL	DCP	50KG
319	CAR TERMINAL	DCP	50KG
320	CAR TERMINAL	DCP	50KG
321	CAR TERMINAL	DCP	50KG
322	CAR TERMINAL	DCP	50KG
323	CAR TERMINAL	CO2	50KG
324	CAR TERMINAL	DCP	50KG
325	CAR TERMINAL	DCP	50KG
326	CAR TERMINAL	DCP	50KG
327	CAR TERMINAL	DCP	9KG
328	GUARD HOUSE	DCP	9KG
329	GUARD HOUSE TUGG JETTY	DCP	9KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
330	TUGGY JETTY GUARD HOUSE	DCP	9KG
331	TYRE STORE JETTY	DCP	9KG
332	TYRE STORE JETTY	CO2	5KG
333	WEIGH BRIDGE	CO2	5KG
334	BREAK BULK SHED	DCP	9KG
335	BREAK BULK SHED	DCP	9KG
336	BREAK BULK SHED	DCP	9KG
337	BREAK BULK LOCKER ROOM	DCP	9KG
338	BREAK BULK LOCKER ROOM	DCP	9KG
339	BREAK BULK LOCKER ROOM	DCP	9KG
340	BREAK BULK SHED OFFICE	CO2	5KG
341	BREAK BULK SAFETY STATION	DCP	9KG
342	BREAK BULK OFFICE	DCP	9KG
343	BREAK BULK SHED	DCP	9KG
344	BREAK BULK SHED	HOSE REEL	30M
345	BREAK BULK SHED	CO2	5KG
346	BREAK BULK SHED	DCP	9KG
347	BREAK BULK LOCKER ROOM	CO2	9KG
348	SHOP 17 WORKSHOP	DCP	9KG
349	SHOP 17 WORKSHOP	CO2	5KG
350	BREAK BULK DIESEL TANKER	DCP	2.5KG
350 A	BREAK BULK	DCP	1KG
350 B	BREAK BULK	DCP	1.5KG
350 C	BREAK BULK	DCP	2.5KG
350 D	BREAK BULK	DCP	2.5KG
350 E	BREAK BULK	DCP	4.5K

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
350 F	SHOP 17 WORKSHOP	CO2	2.5KG
350 G	SHOP 17 WORKSHOP	DCP	2.5KG
350 H	SHOP 17 WORKSHOP	DCP	4.5KG
351	BREAK BULK GURAD HOUSE	DCP	9KG
352	BREAK BULK GUARD HOUSE	DCP	9KG
353	SHOP 17 WORKSHOP	DCP	9KG
354	SHOP 17 WORKSHOP	DCP	9KG
355	SHOP 17 WORKSHOP	DCP	9KG
356	SHOP 17 WORKSHOP	DCP	9KG
357	SHOP 17 WORKSHOP	CO2	5KG
358	SHOP 17 WORKSHOP	CO2	5KG
359	SHOP 17 WORKSHOP	DCP	4.5KG
360	SHOP 17 STORE ROOM	CO2	5KG
361	SHOP 17 STORE ROOM	DCP	9KG
362	SHOP 17 STORE ROOM	DCP	9KG
363	SHOP 17 WORKSHOP	DCP	9KG
364	SHOP 17 WORKSHOP	HYDRANT	
365	SHOP 17 WELDING TROLLEY	HOSE REEL	
366	SHOP 17 WORKSHOP	DCP	9KG
367	SHOP 17 WORKSHOP	DCP	9KG
368	SHOP 17 WORKSHOP	DCP	9KG
369	SHOP 17 TROLLEY UNIT	DCP	9KG
370	SHOP 17 WORKSHOP	DCP	9KG
371	SHOP 17	DCP	9KG
372	SHOP 17	DCP	9KG
373	SHOP 17	DCP	9KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
374	SHOP 17 WELDING TROLLEY	DCP	9KG
374 A	SHOP 17 WORKSHOP	CO2	5KG
375	SHOP 17 WELDING WORKSHOP	CO2	5KG
376	SHOP 17 WORKSHOP	DCP	4.5KG
377	SHOP 17 WORKSHOP	DCP	2.5KG
378	SHOP 17 STORE ROOM	DCP	9KG
379	SHOP 17 STORE ROOM	DCP	9KG
A	SHOP 17 STORE ROOM	CO2	6.8KG
B	SHOP 17 WORKSHOP TOOLSTORE	CO2	6.8KG
C	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
D	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
E	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
F	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
G	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
H	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
I	SHOP 17 WORKSHOP TOOLSTORE	CO2	9KG
J	SHOP 17 WORKSHOP TOOLSTORE	DCP	9KG
K	SHOP 17 WORKSHOP TOOLSTORE	DCP	9KG
L	SHOP 17 WORKSHOP TOOLSTORE	DCP	9KG
M	SHOP 17 WORKSHOP TOOLSTORE	DCP	2.5KG
N	SHOP 17 WORKSHOP TOOLSTORE	DCP	2.5KG
O	SHOP 17 WORKSHOP TOOLSTORE	DCP	1.5KG
P	SHOP 17 WORKSHOP TOOLSTORE	DCP	4..5KG
Q	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
R	SHOP 17 WORKSHOP TOOLSTORE	CO2	5KG
S	SHOP 17 WORKSHOP TOOLSTORE	DCP	9KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
T	SHOP 17 WORKSHOP TOOLSTORE	DCP	9KG
380	SHOP 17 OIL STORE	DCP	9KG
380 A	WORKSHOP 17 GAS STORE	DCP	9KG
380 B	WORKSHOP 17 GAS STORE	DCP	
380 C	WORKSHOP 17 GAS STORE	DCP	
381	SHOP 17 OUTSIDE	FIRE HYDRANT	
382	SHOP 17 LOCKER ROOM	HOSE REEL	
383	SHOP 17 OUTSIDE WOMEN LOCKER	DCP	9KG
383 A	SHOP 17 MENS LOCKER	DCP	4.5KG
384	SHOP 17 CANTEEN	DCP	9KG
385	SHOP 17 MASS ROOM	DCP	9KG
386	SHOP 17 MASS ROOM	DCP	9KG
387	SHOP 17 LOCKER ROOM	HOSE REEL	
388	SHOP 17 OUTSIDE LOCKER ROOM	DCP	9KG
389	SHOP 17 OUTSIDE	FIRE HYDRANT	
390	SHOP 17 OUTSIDE SUBSTATION	CO2	5KG
391	SHOP	DCP	4.5KG
392	SHOP 17 PARKING	DCP	4.5KG
393	SHOP 17 OFFICE	DCP	9KG
394	SHOP 17 PARKING	DCP	9KG
395	BULK TERMINAL CLEANERS	DCP	2.5KG
396	BULK TERMINAL PARKING	DCP	9KG
397	BULK TERMINAL	FIRE HYDRANT	
398	BULK TERMINAL OFFICE	DCP	2KG
399	BULK TERMINAL PARKING	CO2	5KG
400	BULK TERMINAL MASS ROOM	CO2	5KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
401	BULK TERMINAL LOCKER ROOM	HOSE REEL	30M
402	BULK TERMINAL SAFETY STATION	DCP	9KG
403	BULK TERMINAL MASS ROOM	CO2	5KG
403 A	BULK TERMINAL	HOSE REEL	30M
404	BULK TERMINAL SAFETY STATION	DCP	9KG
405	BULK TERMINAL WORKSHOP	CO2	5KG
406	BULK TERMINAL WORKSHOP	CO2	6.8KG
407	BULK TERMINAL WORKSHOP	CO2	6.8KG
408	BULK TERMINAL WORKSHOP	CO2	6.8KG
409	BULK TERMINAL WORKSHOP	DCP	9KG
410	BULK TERMINAL WORKSHOP	CO2	5KG
411	BULK TERMINAL PARKING	DCP	9KG
412	BULK TERMINAL PARKING	DCP	9KG
413	BULK TERMINAL	HYDRANT	
414	BULK TERMINAL HAZARD AREA	DCP	9KG
415	BULK TERMINAL HAZARD AREA	DCP	9KG
416	BULK TERMINAL	HYDRANT	
417	BULK TERMINAL OUTSIDE LAUNDRY	DCP	9KG
418	BULK TERMINAL OUTSIDE LOCKER ROOM		9KG
419	BULK TERMINAL MASS ROOM		5KG
420	BULK TERMINAL CRANE		5KG
421	BULK TERMINAL CRANE		5KG
422	BULK TERMINAL CRANE ENGIN ROOM		2.5KG
423	BULK TERMINAL CRANE		2.5KG
424	BULK TERMINAL CRANE 2		
425	BULK TERMINAL CRANE 2		5KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
426	BULK TERMINAL CRANE 2	CO2	5KG
426 A	BULK TERMINAL CRANE 2		MISSING
427	BULK BPL	CO2	2.27KG
428	BULK BPL	CO2	6.8KG
429	BULK TERMINAL	CO2	6.8KG
430	BULK TERMINAL	HOSE REEL	30M
431	BULK TERMINAL	HOSE REEL	30M
432	BULK TERMINAL	CO2	5KG
433	BULK TERMINAL	HOSE REEL	30M
434	BULK TERMINAL	HOSE REEL	30M
435	BULK TERMINAL	HOSE REEL	30M
436	BULK TERMINAL	HOSE REEL	30M
437	BULK TERMINAL	HOSE REEL	30M
438	BULK TERMINAL		6.8KG
439	BULK TERMINAL	HOSE REEL	30M
440	BULK TERMINAL	HOSE REEL	30M
441	BULK TERMINAL	HOSE REEL	30M
442	BULK TERMINAL	HOSE REEL	30M
443	BULK TERMINAL	CO2	5KG
444	BULK TERMINAL	CO2	5KG
445	BULK TERMINAL	CO2	5KG
446	BULK TERMINAL POWDER ROOM	CO2	5KG
447	BULK TERMINAL OFFICE UPSTAIRS	CO2	5KG
448	BULK TERMINAL	CO2	5KG
449	BULK TERMINAL OUTSIDE ORE BERTH	FIRE HYDRANT	
450	BULK TERMINAL TRANSFER HOUSE	CO2	5KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
451	BULK TERMINAL TRANSFER HOUSE	HOSE REEL	30M
452	BULK TERMINAL TRANSFER HOUSE	HOSE REEL	30M
453	BULK TERMINAL TRANSFER HOUSE	FIRE HYDRANT	
454	BULK TERMINAL OIL STORE	DCP	9KG
455			
456	BULK TERMINAL TRANSFER HOUSE 4A	FIRE HYDRANT	
456	BULK TERMMINAL TRANSFER HOUSE 4A	CO2	5KG
457	BULK TERMINAL TRANSFER HOUSE 4A	CO2	5KG
458	BULK TERMINAL TRANSFER HOUSE 4A	HOSE REEL	30M
459	BULK TERMINAL TRANSFER HOUSE 4A	HOSE REEL	30M
460	BULK TERMINAL TRANSFER HOUSE 6B	FIRE HYDRANT	
461	BULK TERMINAL TRANSFER HOUSE 6B	CO2	5KG
462	BULK TERMINAL TRANSFER HOUSE 6B	HOSE REEL	30M
463	BULK TERMINAL TRANSFER HOUSE 6B	HOSE REEL	30M
463 A	BULK TERMINAL TRANSFER HOUSE 6B	CO2	5KG
464	BULK TERMINAL TRANSFER HOUSE 4B	FIRE HYDRANT	
465	BULK TERMINAL TRANSFER HOUSE 4B	CO2	5KG
466	BULK TERMINAL TRANSFER HOUSE 4B	CO2	5KG
467	BULK TERMINAL TRANSFER HOUSE 4B	HOSE REEL	30M
468	BULK TERMINAL TRANSFER HOUSE 6C	FIRE HYDRANT	
469	BULK TERMINAL TRANSFER HOUSE 6C	CO2	5KG
470	BULK TERMINAL TRANSFER HOUSE 6C	CO2	5KG
471	BULK TERMINAL TRANSFER HOUSE 6C	HOSE REEL	30M
472	BULK TERMINAL TRANSFER	HOSE REEL	30M
473	BULK TERMINAL TRANSFER HOUSE 6C	CO2	5KG
474	BULK TERMINAL SUBSTATION	CO2	5KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
475	BULK TERMINAL TIPPLER TRANSFER	CO2	5KG
476	BULK TERMINAL TIPPLER TRANSFER	CO2	6.8KG
477	BULK TERMINAL TIPPLER TRANSFER	HOSE REEL	30M
478	BULK TERMINAL TIPPLER TRANSFER	HOSE REEL	30M
479	BULK TERMINAL SUBSTATION	CO2	5KG NEEDED
480	BULK TERMINAL SUBSTATION	CO2	5KG NEEDED
481	BULK TERMINAL SUBSTATION	CO2	5KG
482	BULK TERMINAL SUBSTATION	CO2	5KG NEEDED
483	BULK TERMINAL SUBSTATION	CO2	5KG
484	BULK TERMINAL BOARDROOM	DCP	4.5KG
485	BULK TERMINAL BOARDROOM	DCP	4.5KG
486	BULK TERMINAL	FIRE HYDRANT	
487	BULK TERMINAL THE HOLE	CO2	5KG
488	BULK TERMINAL	HOSE REEL	30M
489	BULK TERMINAL THE HOLE	HOSE REEL	30M
490	BULK TERMINAL TIPPLER	CO2	5KG
491	BULK TERMINAL TIPPLER	CO2	6.8KG
491 A	BULK TERMINAL TIPPLER	DCP	2.5KG
491 B	BULK TERMINAL TIPPLER	DCP	9KG
491 C	BULK TERMINAL TIPPLER	CO2	5KG
491 D	BULK TERMINAL TIPPLER	CO2	6.8KG
492	BULK TERMINAL CONVEYOR 2B	FIRE HYDRANT	
493	BULK TERMINAL CONVEYOR 2B	FIRE HYDRANT	
494	BULK TERMINAL CONVEYOR 2B	CO2	5KG
495	BULK TERMINAL CONVEYOR 2B	HOSE REEL	30M
496	BULK TERMINAL CONVEYOR 2B	CO2	5KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
497	BULK TERMINAL CONVEYOR 2B	HOSE REEL	30M
498	BULK TERMINAL CONVEYOR 2B	HOSE REEL	30M
499	BULK TERMINAL SECURITY	DCP	9KG
500	BULK TERMINAL ORE BERTH	DCP	2.5KG
501	BULK TERMINAL BQB CAT	DCP	2.5KG
502	BULK TERMINAL RECLAIMER	CO2	5KG
503	BULK TERMINAL RECLAIMER	CO2	5KG
504	BULK TERMINAL RECLAIMER	CO2	5KG
505	BULK TERMINAL STACKER	CO2	5KG
506	BULK TERMINAL STACKER	CO2	5KG
507	BULK TERMINAL STACKER	CO2	5KG
508	BULK TERMINAL RECLAIMER 6B	CO2	5KG
509	BULK TERMINAL RECLAINER 6B	CO2	5KG
510	BULK TERMINAL RECLAIMER 6B	CO2	5KG
511	BULK TERMINAL STACKER 4B	CO2	5KG
512	BULK TERMINAL STACKER 4B	CO2	5KG
513	BULK TERMINAL STACKER 4B	CO2	5KG
514	BULK TERMINAL STACKER 6C	CO2	5KG
515	BULK TERMINAL RECLAIMER 6C	CO2	5KG
516	BULK TERMINAL RECLAIMER 6C	CO2	5KG
517	BULK TERMINAL NEW FRONT END LOADER	CO2	5KG
518	BULK TERMINAL	DCP	6KG
519	STADDLE WORKSHOP SUBSTATION	CO2	5KG
520	STADDLE WORKSHOP SUBSTATION	CO2	5KG
521	NRE SUBSTATION	CO2	6.8KG
522	101 SUBSTATION	CO2	5KG

ANNEXURE: A1

SITE NAME: Transnet Port of Port Elizabeth

EQUIPMENT NO	LOCATION	TYPE	SIZE
523	101 SUBSTATION	CO2	5KG
524	101 SUBSTATION	CO2	5KG
525	NRE SUBSTATION	CO2	5KG
526	103 SUBSTATION	CO2	5KG
527	103 TRANSFORMER ROOM	CO2	5KG
528	102 TRANSFORMER ROOM	CO2	5KG
529	102 SUBSTATION	CO2	5KG
530	CRANE 2 ENGIN ROOM	CO2	5KG
531	CRANE 2 ENGIN ROOM	CO2	5KG
532	CRANE 2 ENGIN ROOM	CO2	5KG
533	CRANE 2 CABIN CONTROL	CO2	5KG
534	CRANE 2 CABIN BOTTOM	CO2	5KG
535	CRANE 3 ENGEN ROOM	DCP	9KG
536	CRANE 3 ENGIN ROOM	DCP	9KG
537	CRANE 3 CABIN CONTROL		2.5KG
538	CRANE 3 CABIN BOTTOM		5KG
539	CRANE 4 ENGIN ROOM		5KG
540	CRANE 4 ENGIN ROOM		5KG
541	CRANE 4 ENGIN ROOM		5KG
542	CRANE 4 BOTTOM		2.5KG
543	CRANE 4 BOTTOM CABIN		5KG
544	CRANE 5 ENGIN ROOM		5KG
545	CRANE 5 ENGIN ROOM		5KG
546	CRANE 5 ENGIN ROOM		5KG
547	CRANE 5 BOTTOM CABIN		5KG
548	CRANE 5 ENGIN ROOM		5KG

EQUIPMENT NO	LOCATION	TYPE	SIZE
549	STRADDLE CARRIER 32	DCP	2.5KG
550	STRADDLE CARRIER 32	DCP	2.5KG
551	STRADDLE CARRIER 25 BOTT	DCP	4.5KG
552	STRADDLE CARRIER (25)	DCP	2.5KG
553	STRADDLE CARRIER (26)	DCP	4.5KG
554	STRADDLE CARRIRE (26)	DCP	2.5KG
555	STRADDLE CARRIER (27)	DCP	2.5KG

ANNEXURE: A1

SITE NAME: Finger Jetty

Equipment No	LOCATION	TYPE	SIZE
1	Finger Jetty	DCP	9 KG
2	Finger Jetty	DCP	9 KG
3	Finger Jetty	DCP	9 KG
4	Finger Jetty	DCP	9 KG
5	Finger Jetty	DCP	9 KG
6	Finger Jetty	DCP	9 KG
7	Finger Jetty	DCP	9 KG
8	Finger Jetty	DCP	9 KG
9	Finger Jetty	DCP	9 KG
10	Finger Jetty	DCP	9 KG

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	AMIHOUSE		
1	KITCHEN AREA	CO2	5kg
2	ENTRANCE AMIHOUSE	DCP	4.5kg
3	ENTRANCE AMIHOUSE	DCP	4.5kg
4	ENTRANCE AMIHOUSE	DCP	4.5kg
5	BACK OF AMIHOUSE	HOSE REEL	30m
6	BACK OF AMIHOUSE	HOSE REEL	30m
7	BACK OF AMIHOUSE	DCP	9kg
8	RTG WORKSHOP	HOSE REEL	30m
9	RTG WORKSHOP	DCP	4.5kg
10	RTG WORKSHOP	DCP	4.5kg
11	RTG WORKSHOP	DCP	4.5kg
12	RTG WORKSHOP	DCP	4.5kg
13	RTG WORKSHOP	HOSE REEL	30m
14	RTG WORKSHOP UPSTAIRS	DCP	4.5kg
15	RTG WORKSHOP UPSTAIRS	DCP	4.5kg
16	NORTH QUAY SIDE	DCP	
17	NORTH QUAY SIDE UPSTAIRS	DCP	2.5kg
18	NORTH QUAY SIDE UPSTAIRS	FIRE BLANKET	
19	NORTH QUAY SIDE UPSTAIRS	DCP	9kg
20	NORTH QUAY SIDE WORKSHOP	DCP	9kg
21	NORTH QUAY SIDE WORKSHOP	DCP	9kg
22	NORTH QUAY SIDE WORKSHOP	DCP	9kg
23	NORTH QUAY SIDE WORKSHOP	DCP	9kg
24	NORTH QUAY SIDE WORKSHOP	DCP	9kg
25	NORTH QUAY SIDE WORKSHOP	DCP	9kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	TEMP WORKSHOP		
26	QUAY SIDE WORKSHOP	HOSE REEL	30m
27	QUAY SIDE WORKSHOP TEMP	DCP	9kg
28	QUAYSIDE BACK OF WORKSHOP	DCP	9kg
29	NORTH RAIL FACILITIES	DCP	2.5kg
29 A	UPSTAIRS OFFICE	DCP	9kg
30	SOUTH RAIL FACILITIES UPSTAIRS	HOSE REEL	30m
31	SOUTH RAIL FACILITIES	DCP	2.5Kg
32	LV ROOM	DCP	9kg
33	LV ROOM	DCP	9kg
34	LV ROOM	HOSE REEL	30m
35	FUEL FACILITIES	DCP	4.5kg
36	FUEL FACILITIES	HOSE REEL	30m
37	FUEL FACILITIES	DCP	9kg
38	DIESEL PUMP AREA	DCP	9kg
39	DIESEL PUMP AREA	HOSE REEL	30m
40	DIESEL PUMP AREA	DCP	9kg
41	DIESEL PUMP AREA	DCP	9kg
42	DIESEL PUMP AREA	DCP	9kg
43	DIESEL PUMP AREA	DCP	9kg
44	DIESEL PUMP AREA	DCP	9kg
45	DIESEL PUMP AREA	DCP	9kg
46	FUEL TRUCK AREA	DCP	9kg
47	FUEL TRUCK AREA	DCP	9kg
48	FUEL TRUCK AREA	DCP	9kg
49	FUEL TRUCK AREA	DCP	9kg
50	TECHNICAL DEPARTMENT	DCP	9kg
51	NEAR BAY 18 OIL STORE	DCP	9kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	HAULER ZONE		
52	UPSTAIRS OFFICE	HOSE REEL	30m
53	UPSTAIRS OFFICE	DCP	9kg
54	OUTSIDE NEAR BAY 18 OIL STORE	DCP	9kg
55	TECHNICAL WORKSHOP DEPARTMENT	DCP	9kg
56	TECHNICAL WORKSHOP DEPARTMENT	DCP	9kg
57	TECHNICAL WORKSHOP DEPARTMENT	HOSE REEL	30m
58	TECHNICAL WORKSHOP DEPARTMENT	DCP	9kg
59	TECHNICAL WORKSHOP DEPARTMENT	DCP	9kg
60	TECHNICAL WORKSHOP DEPARTMENT	HOSE REEL	30m
61	TECHNICAL WORKSHOP DEPARTMENT	DCP	9kg
62	TECHNICAL WORKSHOP DEPARTMENT	HOSE REEL	30m
63	TECHNICAL WORKSHOP DEPARTMENT	DCP	9kg
63 A	COMPONENT STORE	HOSE REEL	30m
63 B	COMPONENT STORE	DCP	9kg
63 C	COMPONENT STORE	DCP	9kg
63 D	COMPONENT STORE	DCP	9kg
63 E	COMPONENT STORE	DCP	9kg
63 F	COMPONENT STORE	DCP	9kg
63 G	COMPONENT STORE	DCP	9kg
63 H	COMPONENT STORE	DCP	9kg
63 I	COMPONENT STORE	DCP	9kg
64	HAULER ZONE STAFF FACILITIES	DCP	9kg
65	HAULER ZONE STAFF FACILITIES	HOSE REEL	30m
66	HAULER ZONE STAFF FACILITIES	DCP	9kg
67	HAULER ZONE STAFF FACILITIES	DCP	9kg
68	HAULER ZONE STAFF FACILITIES	DCP	9kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	HAULER ZONE		
69	HAULER ZONE STAFF FACILITIES	CO2	2kg
70	HAULER ZONE STAFF FACILITIES	CO2	2kg
71	NEAR GENERATOR ROOM	CO2	5kg
72	TYRE REPAIR BASE 1-2	DCP	9kg
73	TYRE REPAIR BASE 1-2	DCP	9kg
74	TYRE BAY 1-2	DCP	9kg
75	TYRE BAY 1-2	DCP	30m
76	TYRE BAY 1-2	DCP	4.5kg
77	TYRE BAY 4	DCP	9kg
78	WASH BAY AREA BACK	DCP	9kg
79	WASH BAY AREA BACK	DCP	9kg
80	BACK AREA SUBSTATION	DCP	9kg
81	MASS ROOM	DCP	9kg
82	MASS ROOM	DCP	9kg
83	MASS ROOM	HOSE REEL	30m
84	MASS ROOM KITCHEN	DCP	9kg
85	MASS ROOM KITCHEN	DCP	9kg
86	HEALTHCARE CENTRE	DCP	9kg
87	SECURITY CONTROL	DCP	4.5kg
88	HYSTER F103	DCP	2.5kg
89	HYSTER F104	DCP	2.5kg
90	FEMALE CHANGE ROOM	CO2	5kg
91	MALE CHANGE AND LOCKER ROOM	DCP	9kg
92	MALE CHANGE AND LOCKER ROOM	DCP	9kg
93	MALE CHANGE AND LOCKER ROOM	HOSE REEL	30m
94	FEMALE CHANGE AND LOCKER ROOM	HOSE REEL	30m

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	ADMIN BUILDING		
95	LADIES LOCKER ROOM	DCP	9kg
96	LADIES LOCKER ROOM	DCP	4.5kg
97	BACK ENTRANCE TO ADMIN	CO2	5kg
98	CANTEEN KIOSK	HOSE REEL	30m
99	CANTEEN KIOSK	FIRE HYDRANT	
100	CANTEEN KIOSK	DCP	9kg
101	CANTEEN KIOSK	DCP	4.5kg
102	CANTEEN KIOSK	CO2	2kg
103	CANTEEN KIOSK	CO2	2kg
104	CANTEEN KIOSK	FIRE BLANKET	
105	CANTEEN KIOSK	FIRE BLANKET	
106	ADMIN 4th FLOOR	HOSE REEL	30m
107	ADMIN 4th FLOOR	FIRE HYDRANT	
108	ADMIN 4th FLOOR	DCP	4.5kg
109	ADMIN 4th FLOOR	DCP	4.5kg
110	ADMIN 4th FLOOR	HOSE REEL	30m
111	ADMIN 4th FLOOR	DCP	4.5kg
112	ADMIN 4th FLOOR	DCP	4.5kg
113	ADMIN 3rd FLOOR	DCP	4.5kg
114	ADMIN 3rd FLOOR	FIRE HYDRANT	
115	ADMIN 3rd FLOOR	DCP	4.5kg
116	ADMIN 3rd FLOOR	DCP	9kg
117	ADMIN 3rd FLOOR	HOSE REEL	30m
118	ADMIN 3rd FLOOR	DCP	9kg
119	ADMIN 3rd FLOOR	DCP	4.5kg
120	ADMIN 2nd FLOOR	HOSE REEL	30m

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	ADMIN BUILDING		
121	ADMIN 2nd FLOOR	HYDRANT	
122	ADMIN 2nd FLOOR	DCP	9kg
123	ADMIN 2nd FLOOR	DCP	9kg
124	ADMIN 2nd FLOOR	HOSE REEL	30m
125	ADMIN 2nd FLOOR	DCP	9kg
126	ADMIN 2nd FLOOR	DCP	4.5kg
127	ADMIN 1st FLOOR	FIRE BLANKET	
128	ADMIN 1st FLOOR	HOSE REEL	30m
129	ADMIN 1st FLOOR	FIRE HYDRANT	
130	ADMIN 1st FLOOR	DCP	9kg
131	ADMIN 1st FLOOR	DCP	9kg
132	ADMIN 1st FLOOR	HOSE REEL	
133	ADMIN 1st FLOOR	DCP	4.5kg
134	ADMIN 1st FLOOR	DCP	4.5kg
135	AMIN SECURITY RESTRICTED AREA	DCP	4.5kg
136	GROUND FLOOR NEAR SECURITY	HOSE REEL	30m
137	GROUND FLOOR NEAR SECURITY	DCP	9kg
138	GROUND FLOOR NEAR SECURITY	DCP	9kg
139	SUBSTATION NEAR ADMIN	DCP	4.5kg
140	BLOCK 5	CO2	5kg
141	BLOCK 5	CO2	5kg
142	BLOCK 5	CO2	5kg
143	BLOCK 5	CO2	5kg
144	BLOCK 5	CO2	5kg
145	BLOCK 4	CO2	5kg
146	BLOCK 4	CO2	5kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	Reefers		
147	BLOCK 4	CO2	5kg
148	BLOCK 4	CO2	5kg
149	BLOCK 4	CO2	5kg
150	BLOCK 4	CO2	5kg
151	BLOCK 4	CO2	5kg
152	BLOCK 4	CO2	5kg
153	BLOCK 4	CO2	5kg
154	BLOCK 4	CO2	5kg
155	BLOCK 4	CO2	5kg
156	BLOCK 4	CO2	5kg
157	BLOCK 4	CO2	5kg
158	BLOCK 4	CO2	5kg
159	BLOCK 4	CO2	5kg
160	BLOCK 4	CO2	5kg
161	BLOCK 4	CO2	5kg
162	BLOCK 4	CO2	5kg
163	BLOCK 3	CO2	5kg
164	BLOCK 3	CO2	5kg
165	BLOCK 3	CO2	5kg
166	BLOCK 3	CO2	5kg
167	BLOCK 3	CO2	5kg
168	BLOCK 3	CO2	5kg
169	BLOCK 3	CO2	5kg
170	BLOCK 3	CO2	5kg
171	BLOCK 3	CO2	5kg
172	BLOCK 3	CO2	5kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	REEFERS		
173	BLOCK 3	CO2	5kg
174	BLOCK 3	CO2	5kg
175	BLOCK 3	CO2	5kg
176	BLOCK 3	CO2	5kg
177	BLOCK 3	CO2	5kg
178	BLOCK 3	CO2	5kg
179	BLOCK 3	CO2	5kg
180	BLOCK 3	CO2	5kg
181	Block 2	CO2	2kg
182	Block 2	CO2	2kg
183	Block 2	CO2	2kg
184	Block 2	CO2	2kg
185	Block 2	CO2	2kg
186	Block 2	CO2	2kg
187	Block 2	CO2	2kg
188	Block 2	CO2	2kg
189	Block 2	CO2	2kg
190	Block 2	CO2	2kg
191	Block 2	CO2	2kg
192	Block 2	CO2	2kg
193	Block 2	CO2	2kg
194	Block 2	CO2	2kg
195	Block 2	CO2	2kg
196	Block 2	CO2	2kg
197	Block 2	CO2	2kg
198	Block 2	CO2	2kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	SUBSTATION AND EQUIPMENT		
199	OUTSIDE SUBSTATION 252SSUB002A	DCP	9kg
200	OUTSIDE SUBSTATION 252SSUB002A	DCP	9kg
201	OUTSIDE SUBSTATION 252SSUB002A	DCP	9kg
202	OUTSIDE RFC ROOM	DCP	9kg
203	BOOSTER PUMP STATION	DCP	9kg
204	OUTSIDE BOOSTER PUMP STATION	DCP	9kg
205	OUTSIDE SUBSTATION 266-SSUB-003	DCP	9kg
206	OUTSIDE SUBSTATION 252-SSUB-0011B	DCP	9kg
207	OUTSIDE SUBSTATION 252-SSUB-0011B	DCP	9kg
208	OUTSIDE SUBSTATION 252-SSUB-0011B	DCP	9kg
209	OUTSIDE SUBSTATION 252-SSUB 001A	DCP	9kg
210	OUTSIDE SUBSTATION 252-SSUB-001A	DCP	9kg
211	OUTSIDE MOBILE CRANE RTG 001N	DCP	9kg
212	OUTSIDE MOBILE CRANE RTG001N	CO2	5kg
213	TRUCK FERARI FH 062 N	DCP	2.5kg
214	TRUCK FERARI FH 53 N	CO2	2kg
215	TRUCK FERARI FH 59 N	DCP	2.5kg
216	TRUCK FERARI FH 77 N	CO2	2kg
217	TRUCK FERARI FH 77 N	CO2	2kg
218	TRUCK FERARI FH 65 N	DCP	2.5kg
219	TRUCK FERARI FH 21 N	DCP	2.5kg
220	TRUCK FERARI TH 50 N	DCP	2.5kg
221	TRUCK FERARI FH 22 N	CO2	2kg
222	SUB 252 SSUB-001A	CO2	2kg
223	TRUCK FERARI FH 44 N	DCP	2.5kg
224	CHERRY PICKER 860 SJ	DCP	2.5kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT		
225	CHERRY PICKER 860 SJ	DCP	9kg
226	REACH TRUCK RS04 N	DCP	9kg
227	REACH TRUCK ECH052 N	DCP	2.5kg
228	TRUCK FERRARI FH 07 N	DCP	2.5kg
229	252 SS UB-001A	DCP	9kg
230	TRUCK FERRARI FH 01N	DCP	2.5kg
231	SENTINEL /PS 01N	DCP	2.5kg
232	RTG 028N	CO2	2kg
233	RTS 029N	CO2	2kg
234	RTS 038 N	CO2	2kg
235	RTS 037 N	CO2	2kg
236	RTG 39	CO2	2kg
237	RTS 029 N	CO2	2kg
238	RTG 024 N	CO2	2kg
239	RTG 023 N	CO2	2kg
240	RTG 033 N	CO2	2kg
241	SUBSTATION -2528-01B	CO2	2kg
242	RTG 025 N	CO2	2kg
243	RTG 040 N	CO2	2kg
244	RTG 026 N	CO2	2kg
245	RTG 027 N	CO2	2kg
246	RTG 011 N	DCP	9kg
247	RTG 011 N	DCP	9kg
248	RTG 013 N	DCP	9kg
249	RTG 013 N	DCP	9kg
250	RTG 020 N	DCP	9kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	SUBSTAION AND EQUIPMENT		
251	RTG 015 N	DCP	9kg
252	FH 69 N	DCP	9kg
253	FH 88 N	DCP	9kg
254	FH 52 N	DCP	9kg
255	SUBSTATION -SS252SS-02A	DCP	9kg
256	FH 04 N	DCP	2.5kg
257	FH 70 N	CO2	2kg
258	FH 05 N	DCP	2.5kg
259	FH 09 N	DCP	2.5kg
260	FH 10 N	DCP	2.5kg
261	FH 02 N	DCP	2.5kg
262	FH 79 N	DCP	2.5kg
263	FH 80	CO2	2kg
264	SUBSTATION -252-SSUB-0026	CO2	2kg
265	RTG 05 N	DCP	9kg
266	FH 086 N	DCP	2.5kg
267	FH 57 N	DCP	2.5kg
268	FH 95 N	DCP	2.5kg
269	FH 25 N	DCP	2.5kg
270	FH 97 N	DCP	2.5kg
271	FH 03 N	DCP	2.5kg
272	FH 90 N	CO2	2kg
273	MILLER WELDING GENERATOR	CO2	2kg
274	FH 84 N	DCP	2.5kg
275	FUEL TRUCK 84 N	DCP	9kg
276	FUEL TRUCK 03 N	DCP	9kg

EQUIPMENT NO.	LOCATION EQUIPMENT	TYPE	SIZE
277	FH 08 N	DCP	2.5kg
278	FH 08 N	DCP	2.5kg
279	FH 015 N	DCP	2.5kg
280	FH 06 N	DCP	2.5kg
281	RS 04 N	DCP	2.5kg
282	FH 22 N	DCP	2.5kg
283	FH 78 N	CO2	2kg
284	FH 68 N	CO2	2kg
285	FH 66 N	DCP	2.5kg
286	FH 92 N	DCP	2.5kg
287	TH 43 N	DCP	2.5kg
288	FH 61 N	CO2	2kg
289	RTG 023 N	DCP	6kg
290	RS 10 N	DCP	6kg
291	ADMIN GENERATOR	DCP	4.5kg
292	FH 04 N	DCP	2.5kg
293	TH 39 N	DCP	2.5kg
294	FH 58 N	DCP	2.5kg
295	FH 60 N	CO2	2kg
296	FH 85 N	CO2	2kg
297	FH 89 N	DCP	2.5kg
298	FH 63 N	CO2	2kg
299	FH 55 N	CO2	2kg
300	FH 62 N	CO2	2kg
301	FH 74 N	CO2	2kg
302	HYUNDAI JHO 8743	DCP	1kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT		
303	FH 75 N	DCP	2.5kg
304	FH 76 N	CO2	2kg
305	FH 51 N	CO2	2kg
306	FH 93 N	CO2	2kg
307	GT 022 N	DCP	2.5kg
308	TH 47 N	DCP	2.5kg
309	FH 87 N	DCP	2.5kg
310	TH 42 N	DCP	2.5kg
311	TH 39 N	DCP	2.5kg
312	FH 94 N	DCP	2.5kg
313	FH 82 N	DCP	2.5kg
314	RTG 019 N	CO2	2.5kg
315	FH 54 N	DCP	2.5kg
316	FH 73 N	DCP	2.5kg
317	TH 41 N	DCP	2.5kg
318	TH 45 N	DCP	2.5kg
319	FH 91 N	DCP	2.5kg
320	ECH 06 N	DCP	2.5kg
321	FH 98 N	DCP	2.5kg
322	FH 71 N	DCP	2.5kg
323	FH 37 N	DCP	2.5kg
324	FH 58 N	DCP	2.5kg
325	RTG 038N	CO2	5kg
326	FH 64 N	CO2	5kg
327	FH 80N	DCP	2.5kg
328	FH 23 N	DCP	2.5kg

EQUIPMENT NO.	LOCATION EQUIPMENT	TYPE	SIZE
329	RTG 007N	DCP	9kg
330	RTG 021N	DCP	2.5kg
331	TH 45N	DCP	2.5kg
332	FH 33N	DCP	2.5kg
333	FH 56N	DCP	2.5kg
334	TH 33N	DCP	2.5kg
335	ECH 08	DCP	2.5kg
336	RMG 001N	DCP	2.5kg
337	RMG 001N	DCP	2.5kg
338	RMG 001N	DCP	2.5kg
339	RMG 002N (Downstairs Cabin)	DCP	2.5kg
340	RMG 002N	DCP	2.5kg
341	RMG 002N	DCP	2.5kg
342	RMG 002N	CO2	2kg
343	RMG001N	DCP	9kg
344	RTG 019N (General Store)	DCP	9kg
345	RTG 036N	CO2	2kg
346	RTG 036N	CO2	2kg
347	RTG 036N	CO2	2kg
348	RTG 036N	CO2	2kg
349	RTG 036N	CO2	2kg
350	RTG 021N	DCP	9kg
351	RTG 021N	CO2	2kg
352	RTG 021N	CO2	2kg
353	RTG 021N	DCP	9kg
354	RTG 029N	CO2	2kg

EQUIPMENT NO	LOCATION	TYPE	SIZE
	EQUIPMENT		
355	RTG 029N	CO2	2kg
356	RTG 009N	DCP	9kg
357	RTG 004N	DCP	9kg
358	RTG 039N	CO2	2kg
359	RTG 039N	CO2	2kg
360	RTG 039N	CO2	5kg
361	RTG 039N	CO2	5kg
362	TH 40N	DCP	2.5kg
363	FH 81N	DCP	2.5kg
364	FH 58N	DCP	2.5kg
365	FH 88N	DCP	2.5kg
366	TH 49N	DCP	2.5kg
367	FH 67 N	DCP	2.5kg
368	RTG 035N	CO2	2kg
369	RTG 023N	CO2	2kg
370	RTG 023N	CO2	2kg
371	RTG 035N	CO2	2kg
372	RTG 035N	CO2	2kg
373	RTG 023N	CO2	5kg
374	RTG 017N	DCP	9kg
375	RTG 017N	DCP	9kg
376	RTG 017N	DCP	9kg
377	RTG 017N	CO2	2kg
378	RTG 004N	DCP	9kg
379	RTH 004N	DCP	9kg
380	RTG 004N	CO2	2kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT		
381	RTG 009N	DCP	9kg
382	RTG 022N	DCP	9kg
383	RTG 007N	CO2	2kg
384	RTG 007N	DCP	9kg
385	RTG 022N	CO2	2kg
386	RTG 022N	DCP	9kg
387	RTG 018N	DCP	9kg
388	RTG 006N	DCP	9kg
389	STS 006N	DCP	1.5kg
390	STS 001N	DCP	9kg
391	STS 001N	DCP	9kg
392	RTG 022N	CO2	5kg
393	STS 002	CO2	5kg
394	STS 002	DCP	9kg
395	STS 002	DCP	9kg
396	STS 002	DCP	1.5kg
397	STS 003	CO2	5kg
398	STS 003	DCP	9kg
399	STS 003	DCP	9kg
400	STS 004	DCP	1.5kg
401		CO2	5kg
402	STS 004	DCP	9kg
403	STS 004	DCP	9kg
404	STS 004	DCP	1.5kg
405	RTG 015	DCP	9kg
406	RTG 015	DCP	9kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT AND SUBSTATION		
407	RTG 015	CO2	2kg
408	RTG 033	DCP	9kg
409	RTG 033	CO2	2kg
410	RTG 033	CO2	2kg
411	RTG 033	CO2	5kg
412	TEMP RTO WORKSHOP	DCP	4.5kg
413	TEMP RTO WORKSHOP	DCP	4.5kg
414	SUBSTATION-STS 009N	DCP	4.5kg
415	SUBSTATION-STS 009N	DCP	9kg
416	SUBSTATION-STS 009N	DCP	9kg
417	SUBSTATION-STS 008N	CO2	2kg
418	SUBSTATION-STS 008N	CO2	5kg
419	SUBSTATION-STS 008N	CO2	5kg
420	SUBSTATION-STS 008N	CO2	5kg
421	SUBSTATION -STS 008N	CO2	2kg
422	SUBSTATION -STS 008N	CO2	5kg
423	SUBSTATION -STS 008N	CO2	5kg
424	SUBSTATION -STS 008N	CO2	2kg
425	SUBSTATION- STS 008N	CO2	2kg
426	SUBSTATION -STS 008N	CO2	5kg
427	SUBSTATION- STS 008N	CO2	5kg
428	SUBSTATTION-STS 008N	CO2	5kg
429	SUBSTATION -STS 006N	CO2	5kg
430	SUBSTATION- STS 006N	DCP	2.5kg
431	SUBSTATION- STS 006N	DCP	9kg
432	SUBSTATION-STS 006N	CO2	5kg



EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT AND SUBSTATION		
433	SUBSTATION-STS005N	DCP	2.5kg
434	SUBSTATION-STS005N	CO2	5kg
435	SUBSTATION-STS005N	DCP	9kg
436	SUBSTATION-STS005N	DCP	9kg
437	SUBSTATION-STS005N	DCP	2.5kg
438	SUBSTATION-STS001N	DCP	2.5kg
439	SUBSTATION-STS003N	DCP	2.5kg
440	SUBSTATION-STS004N	DCP	2.5kg
441	RTG 032N	CO2	5kg
442	RTG 032N	CO2	2kg
443	RTG 032N	DCP	9kg
444	SUBSTATION-STS009N	DCP	2.5kg
445	CENTRALISED SPREADER	DCP	2.5kg
446	RTG 40N	CO2	5kg
447	RTG 40N	CO2	5kg
448	RTG 024N	CO2	5kg
449	RTG 024N	CO2	5kg
450	RTG 028N	CO2	2kg
451	RTG 028N	CO2	2kg
452	RTG 030 N	CO2	2kg
453	RTG 038N	CO2	5kg
454	RTG 019N	DCP	2.5kg
455	RTG 019N	DCP	9kg
456	RTG 033N	CO2	2kg
457	RTG 033N	CO2	2kg
458	RTG 030N	CO2	5kg

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT AND SUBSTATION		
459	RTG 030N	CO2	5kg
460	RTG 030N	CO2	2kg
461	RTG 030N	CO2	2kg
462	RTG 026	CO2	5kg
463	RTG 026	CO2	5kg
464	RTG 026	CO2	2kg
465	RTG 026	CO2	2kg
466	RTG 028	CO2	5kg
467	RTG 028	CO2	5kg
468	SUBSTATION-STS007N	CO2	5kg
469	SUBSTATION-STS008N	CO2	5kg
470	RTG 021N	CO2	5kg
471	RTG 034N	CO2	5kg
472	RTG 034N	CO2	2kg
473	RTG 034N	CO2	2kg
474	RTG 034N	CO2	2kg
475	RTG 031N	CO2	2kg
476	RTG 040N	CO2	2kg
477	RTG 040N	CO2	2kg
478	RTG 011N	CO2	5kg
479	RTG 011N	CO2	2kg
480	RTG 006N	CO2	2kg
481	RTG 006N		
482	RTG 006N		
483	RTG 038N		
484	RTG 038N		

EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT AND SUBSTATION		
485	RTG 038N	CO2	2kg
486	RTG 034N	CO2	5kg
487	RTG 023N	CO2	5kg
488	RTG 015N	CO2	5kg
489	RTG 015N	DCP	9kg
490	RTG 020 N	CO2	5kg
491	RTG 020 N	CO2	2kg
492	RTG 020 N	DCP	9kg
493	RTG 008N	CO2	5kg
494	RTG 008N	CO2	2kg
495	RTG 008N	DCP	9kg
496	RTG 008N	DCP	9kg
497	RTG 008N	DCP	9kg
498	RTG 037N	CO2	5kg
499	CENTRALISED SPEEDER NO.16	DCP	2.5kg
500	RTG 003N	CO2	5kg
501	RTG 003N	CO2	2kg
502	RTG 032	CO2	2kg
503	RTG 032	CO2	2kg
504	RTG 005N	CO2	2kg
505	RTG 005N	DCP	9kg
506	RTG 081N	CO2	2kg
507	RTG 081N	CO2	2kg
508	RTG 081N	DCP	9kg
509	RTG 031	CO2	2kg
510	RTG 031	CO2	2kg



EQUIPMENT NO	LOCATION	TYPE	SIZE
	EQUIPMENT AND SUBSTATION		
511	RTG 014N	CO2	2kg
512	BOILER ROOM	FIRE HYDRANT	
513	ADMIN ROAD	FIRE HYDRANT	
514	ADMIN ROAD	FIRE HYDRANT	
515	252-SUBSTATION-SSUB-A	FIRE HYDRANT	
516	252-SUBSTATION-SSUB-002A	FIRE HYDRANT	
517	PFC ROOM	FIRE HYDRANT	
518	BOOSTER PUMP STATION	FIRE HYDRANT	
519	252-SUBSTATION-SSUB-003	FIRE HYDRANT	
520	252-SUBSTATION-SSUB-001A	FIRE HYDRANT	
521	252-SUBSTATION-SSUB-001A	FIRE HYDRANT	
522	LV ROOM	FIRE HYDRANT	
523	PORT OF NQURA TRAFFIC TERMINAL	FIRE HYDRANT	
524	PORT OF NQURA TRAFFIC TERMINAL	CO2	5kg
525	PORT OF NQURA TRAFFIC TERMINAL	DCP	9kg
526	SECURITY SUPERVISOR	DCP	4.5kg
527	KITCHEN	CO2	2kg
528	SECURITY 6 Auto gate	DCP	9kg
529	SECURITY 7	DCP	9kg
530	BETWEEN SECURITY 6 & 7	FIRE HYDRANT	
531	HELP DESK OFFICE	DCP	9kg
532	HELP DESK YARD	FIRE HYDRANT	
533	TECHNICAL BAY 18 WORKSHOP	FIRE HYDRANT	
534	ELECTRICAL WORKSHOP	FIRE HYDRANT	
535	BATTERY STORE	FIRE HYDRANT	
536	COMPONENT SIDE STORE	FIRE HYDRANT	



EQUIPMENT NO.	LOCATION	TYPE	SIZE
	EQUIPMENT AND SUBSTATION		
537	ADMIN AREA	FIRE HYDRANT	
538	252-SUBSTATION-001A	FIRE HYDRANT	
539	252-SUBSTATION-001A	FIRE HYDRANT	
540	252-SUBSTATION-001A	FIRE HYDRANT	
541	252-SUBSTATION-001A	FIRE HYDRANT	
542	252-SUBSTATION-001A	FIRE HYDRANT	
543	252-SUBSTATION-001A	FIRE HYDRANT	
544	252-SUBSTATION-001A	FIRE HYDRANT	
545	252-SUBSTATION-001A	FIRE HYDRANT	
546	RTG 27		
547	RTG 27	CO2	2kg
548	RTG 27	DCP	9kg
549	RTG 003N	DCP	9kg
550	RTG 013 N	CO2	5kg
551	RTG 013 N	CO2	2kg
552	RTG 013 N	DCP	9kg
553	RTG 10 N	CO2	2kg
554	RTG 10 N		
555	RTG 10 N	CO2	5kg
556	RTG 10 N		
557	RTG 10 N		
558	RTG 018 N	DCP	9kg
559	RTG 002 N	DCP	9kg
560	RTG TEMP WORKSHOP	FIRE HYDRANT	
561	RTG TEMP WORKSHOP	FIRE HYDRANT	
562	QUAYSIDE	FIRE HYDRANT	
563	FUEL FACILITIES	FIRE HYDRANT	

EQUIPMENT NO	LOCATION EQUIPMENT	TYPE	SIZE
564	HYUNDAI (PE 8535) FORKLIFT	DCP	1kg
565	HYSTER P103	DCP	2.5kg
566	HYSTER P104	DCP	1.5kg
567	HYSTER FL05	DCP	1.5kg
568	RTG 029 N	CO2	5kg
569	RTG 025 N	CO2	5kg
570	RTG 025 N	CO2	5kg
571	RTG 032 N	CO2	2kg
572	RTG 032 N	CO2	5kg
573	RTG 017 N	CO2	5kg
574	RTG 002N	CO2	5kg
575	RTG 035 N	CO2	5kg
576	RTG 035 N	CO2	5kg
577	RTG 012 N	CO2	5kg
578	RTG 009 N	CO2	5kg
579	RTG 004 N	CO2	5kg
580	RTG 031 N	CO2	5kg
581	RTG 031 N	CO2	5kg
582	RTG 037 N	CO2	5kg
583	RTG 004 N	CO2	2kg
584	RTG 004 N	CO2	2kg
585	RTG 014 N	CO2	5kg
586	RTG 016 N	CO2	5kg
587	RTG 005 N	CO2	2kg
588	RTG 037 N	CO2	2kg
589	RTG 037 N	CO2	2kg

EQUIPMENT NO.	LOCATION EQUIPMENT	TYPE	SIZE
590	RTG 016 N	DCP	9kg
591	RTG 032 N	CO2	2kg
592	RTG 032 N	DCP	9kg
593	RTG 024 N	Co2	2kg
594	RTG 024 N	Co2	2kg
595	RTG 009 N	Co2	2kg
596	RTG 025 N	Co2	2kg
597	FH 017 N		
598			
599	RTG 002 N	Co 2	
600	RTG 002 N	Co 2	9 Kg
601			
602			
603			
604			
605	Transformer - 02	Co2	2kg
606	Transformer - 02	Co2	2kg
607	SUB 001 B	Co2	2kg
608	Transformer - 04	Co2	2kg
609	Switch room	Co2	2kg
610	Transfoormer 03	Co2	2kg
611	Transfoormer 04	Co2	2kg
612	Transfoormer 05	Co2	2kg
613	Transfoormer 06	Co2	2kg
614	Transfoormer 07	Co2	2kg
615	Transfoormer 08	Fire Hydran	t
616	Quayside Hose	Fire hose	
617	STS 007 N	CO2	5 Kg
618	STS 008 N	CO2	5 Kg

PART C4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property .

1. Description of the Affected Property and its surroundings

1.1. General description

The affected property comprises the operational facilities of Transnet Port Terminals situated at:
- Port Elizabeth Container Terminal (PECT)
- Port Elizabeth Multi-Purpose Terminal (PEMPT)
- Finger Jetty
- Ngqura Container Terminal (NCT)

The facilities are operational port terminals involved in cargo handling, container operations, vessel servicing, warehousing and associated logistics activities.
The service areas include all buildings, structures, yards, workshops, substations, administration buildings and operational areas where fire protection systems and firefighting equipment are installed.
The Contractor shall perform maintenance activities without disrupting terminal operations and shall comply with all Transnet safety, security and environmental requirements.

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

The affected property includes, but is not limited to:
Buildings
- Administration buildings
- Workshops
- Stores and warehouses
- Gate complexes
- Security facilities
- Control rooms
- Electrical substations
- Pump houses

Fire Protection Infrastructure
- Fire hydrant reticulation systems
- Fire hose reels
- Fire pumps

- Fire water storage tanks
- Sprinkler systems
- Fire detection and alarm systems
- Fire extinguishers
- Deluge systems (where applicable)
- Emergency lighting and evacuation equipment

Port Equipment and Plant

- Ship-to-Shore cranes
- Rubber Tyred Gantries (RTGs)
- Reach stackers
- Straddle carriers
- Forklifts
- Mobile Harbour cranes
- Conveyor systems
- Electrical distribution systems

The Contractor shall ensure that all maintenance work is coordinated with terminal operations to prevent interruption to cargo handling activities.

1.3. Subsoil information

No excavation work is anticipated as part of the routine maintenance and servicing requirements. Where excavations become necessary for repairs to underground fire water systems, the Contractor shall obtain approval from Transnet and verify underground services before commencing work.
Any available utility drawings and underground service information shall be made available by the Employer upon request.

1.4. Hidden services

The affected property contains existing buried and concealed services including:

- Water pipelines
- Fire water reticulation pipelines
- Stormwater systems
- Sewer systems
- Electrical cables
- Fibre optic communication cables
- Security system cabling
- Fuel pipelines where applicable

The exact location of all underground services may not be indicated on available drawings.
The Contractor shall:

- Conduct service detection where necessary.
- Verify underground services before commencing excavation.
- Immediately report any damaged service.
- Bear responsibility for damage arising from negligence.

1.5. Other reports and publicly available information

The following information may be made available to the Contractor:

- Existing fire system layouts and drawings.
- Fire equipment asset registers.
- Previous maintenance records.
- As-built drawings where available.
- Emergency response plans.
- Terminal safety rules and procedures.
- Port security requirements.
- SHE specifications applicable to Transnet Port Terminals.

The Contractor shall familiarize itself with:

- Operational requirements of the terminals.
- Access control procedures.
- Permit-to-work requirements.
- Emergency response procedures.
- Applicable fire protection standards including SANS, SAQCC Fire, ASIB and CIDB requirements.

CONTRACTOR COMPLIANCE FILE ASSESSMENT CHECKLIST

Date of inspection/ Evaluation: _____

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

©Transnet SOC Ltd

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

©Transnet SOC Ltd

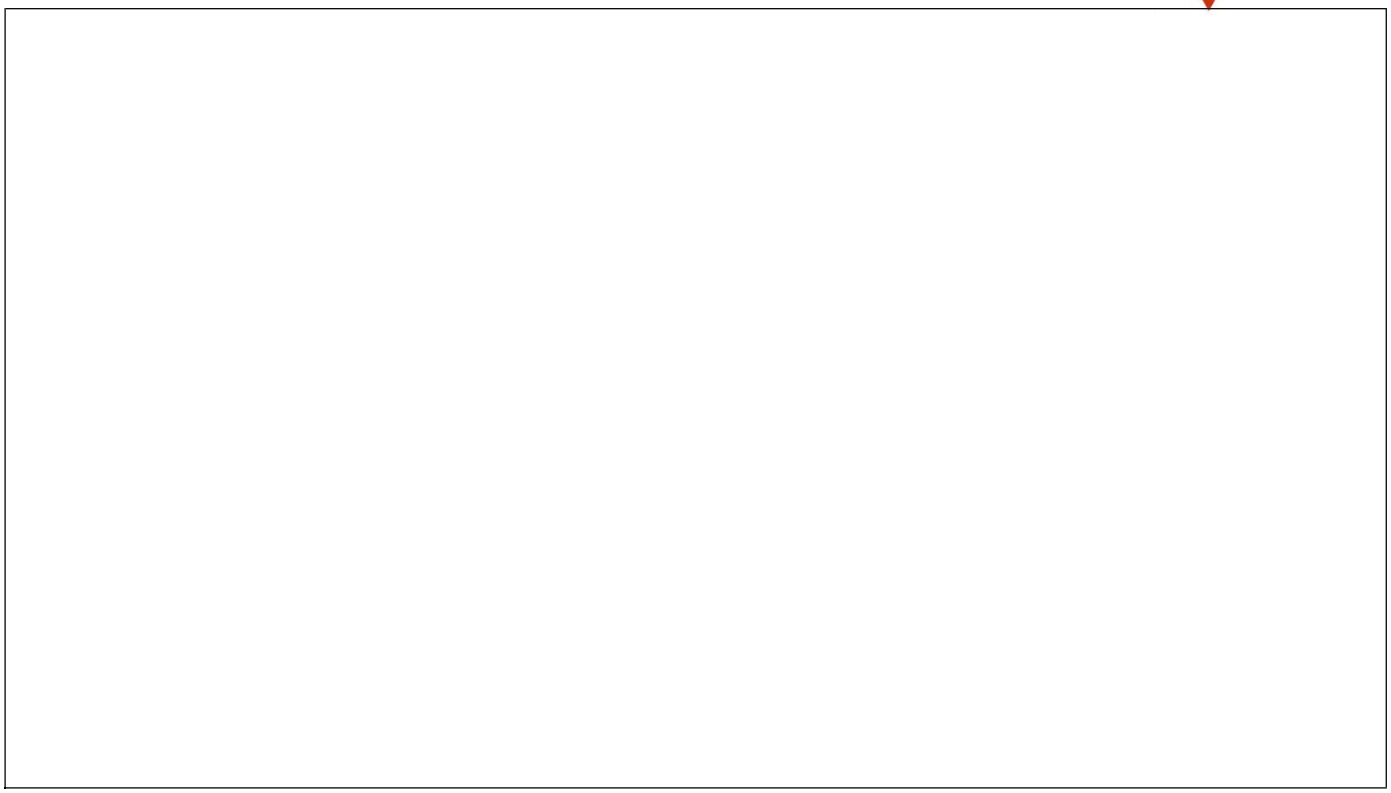
• CR 16(1) – Scaffolding work supervisor			
• CR 17 (1) – Suspended platform work supervisor			
• CR 18(1)(a) – Rope access supervisor			
• CR 19(8)(a) – Material host Inspector			
• CR 20(1) – Bulk mixing plant supervisor			
• CR 21(2) – Explosive actuated fastening devices inspector			
• Sec 17(1)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

©Transnet SOC Ltd

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

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

©Transnet SOC Ltd



CONTRACTOR QUESTIONNAIRE

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

©Transnet SOC Ltd

Contractor Questionnaire

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

©Transnet SOC Ltd

Contractor Questionnaire

11.3	Are exit medicals conducted on staff once they have resigned? e.g. via trade testing, reference checks, etc.			
11.4	How do you assess the competence of staff before an appointment is made?			
11.5	Is the substance abuse policy and testing procedure in place?			
12.	**REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS**	**YES**	**NO**	
12.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?			
	Supply copy of this procedure and incident register including first aid and medical cases.			
12.2	Is there a standard report/investigation form used? If yes, supply copy.			
12.3	Do you have a formal system for reporting situations/near misses etc.? If yes, provide copy.			

	YEAR-1	**YEAR-2**	**YEAR-3**	**YEAR-4**	**YEAR-5**	
Lost time accidents per 100 employees						
Major/Reportable injuries per 100 employees						
Number of dangerous occurrences						
Lost man days due to accidents						

13.	**COMMUNICATION AND CONSULTATION**	**YES**	**NO**	
13.1	Are progress and other legal meetings held?			
13.2	Are minutes of the meetings recorded and results of these meetings communicated to all employees? If yes, please describe method			
13.3	Are daily talks meetings conducted to discuss hazards on site, incident recall, performance?			
14.	**COSTS**	**YES**	**NO**	
14.1	Has the Contractor made provision for the cost for IMS requirements for the project? Refer to Pricing Schedule Requirements (Annexure 8.4, TRN-IMS-GRP-PROC-014-8.4)			

Name of Transnet Contract Manager/Designated Transnet Person:		
Signature of Transnet Contract Manager/Designated Transnet Person:		
Date of Receipt of Documentation:		
Comments:		
Date of Endorsement of Documentation:		

©Transnet SOC Ltd

CONTRACTOR'S COMPLIANCE FILE ASSESSMENT CHECKLIST

Project Manager:	
Project name:	
Client:	
Contractor Details:	

No.	items	Approved	Not Approved
1	Principal Contractors Organogram		
2	Letter Of Good Standing With Compensation Fund		
3	Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)		
4	Appointments		
5	Induction: Employees And Visitors: Staff Medical Certificates		
6	Principal Contractor's SHEQ Policy		
7	Health & Safety Plan, Integrated Legal Register, Client Specification.		
8	Fall Protection Plan (If Applicable)		
9	Risk Assessments: Method Statements: Safe Operating Procedures		
10	Incidents / Accidents Register And Investigation Reports		
11	Emergency Contact Telephone Numbers		
12	Business Continuity Plan Including Emergency Plan		
13	Documented Proof Of Daily Toolbox Safety Talks/ DSTI		
14	Inspections Checklist		
15	All Registers		
16	Welfare Facilities		
17	Electrical Compliance		
18	Mandatary Agreement		
19	Communication Plan		
20	Training Records and Competency Certificates		
21	General		
22	Insurance Covering Letter		

©Transnet SOC Ltd

CONTRACTOR'S COMPLIANCE FILE REVIEW

Date	Print Full Name	Designation	Signature

Status

Approved		
Not Approved		

Reasons for not approving

©Transnet SOC Ltd

ACCESS PERMIT APPLICATION FORM

Name & Surname: _____

Identity / Passport No: _____

TPT SAP NO (if applicable): _____

Company Name: _____

Vehicle Registration No: _____

Area of operation:

CONTAINER	CAR	B/Bulk	BULK	ALL

Application Date: _____ Contact No: _____

1. PERMANANT PERMIT APPLICANTS TO SUBMIT

A copy of contract with Transnet or legal agreements with the terminals where applicable
A letter from the company stating what services the company is providing at Transnet
Valid roadworthy certificate for all vehicles / copy of latest license renewal
Proof that all vehicles are Cleary marked with permit holder's logo
Driver's licences for all vehicles drivers (SAPS Certified)
Copy of Safety Induction Register done at the Port of Port Elizabeth
Copy of Identification Document (SAPS Certified)
Copy of medical certificate
Each vehicle must have its own application with supporting documents if more than one permit is required.

2. TEMPORAL PERMIT APPLICANTS TO SUBMIT

Application letter detailing the following:

Reason for application
Copy of Identification Document (SAPS Certified)
Duration of permit required
Name list of persons and list of vehicles
Copy of Safety Induction Register

CONDITIONS

This permit is not transferable and is issued subject to the provisions of the regulation of the harbours of the Republic of South Africa and such other relevant regulations as may be published from time to time.

ENTRY CONDITIONS:

. No firearm or ammunition permitted
. No drugs &/or alcohol permitted
. No explosives &/or explosive devices permitted
. No cameras permitted

GENERAL RULES:

1. Personal protective clothing must be worn at all times.
2. Obey speed limit (30 KPH) & all traffic rules.
3. Do not enter the operational, stacking and cargo areas.
4. ID tags (if applicable) should be worn at all times.
5. All OHS & Environment legislation must be adhered to.
6. Do not walk &/or drive underneath suspended loads.
7. Park in designated areas only.
8. No animals allowed in the terminals.

NB: 1. Failure to comply with the conditions as set out here above will result to immediate withdrawal of this permit by TPT.
2. Should this permit be lost/misplaced, a fee (currently – at R60.00) shall be payable per permit reissued.
3. An application should be accompanied by a copy of an applicant's ID and/or driver's License.

ACCESS PERMIT APPLICATION FORM

For Office Use Only (TPT)

Recommended By (TPT Business Unit Manager)

Init & Surname : _____

Signature : _____Date: _____

Processed By (Security Supervisor /CCTV Operator)

Init & Surname : _____

Signature : _____Date: _____

Approved By (Security Manager)

Init & Surname : _____

Signature : _____Date: _____

Permit Valid Period : _____to _____

RECEIVED BY (PERMIT HOLDER):

Init & Surname: _____

Signature: _____Date: _____