



Provision for Rental of Forklifts:

4 x 5-Ton

Works Information

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Site:

Transnet Port Terminals
Saldanha Terminals

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1. **DEFINITIONS**:

Commissioning

The process of assuring that all systems and components of a building or industrial plant or product designed, installed, tested, operated, and maintained according to the operational requirements of the owner or final client.

Contract

An agreement with specific terms between two or more parties or entities based on mutual consent, which has legal effects and involves transfer of consideration – usually financial or some other type of benefit.

Contract Manager

Transnet employee who is authorized to represent Transnet in terms of the contract and appointed to supervise and/or liaise with the contractor to ensure that the specifications of the contract met (with special emphasis on technical specifications, inspection of quality, on health and safety, environment, and quantity of work). A contract manager has the role of executing the plan to achieve the deliverables. This person receives all his authorizations from the project initiator and the stakeholders.

Contract Owner

The person who requires a specific product, goods or services and who is responsible to provide the budget and approval.

Contractor

An employer (organization) or a person performing any work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, and Consultants, Service providers and Contractors.





Contractor Execution Plan

A site, activity, or project specific documented plan in accordance with the client's project requirements. The Contractor to Transnet submits a plan for approval prior to mobilization on site. The Contractor Execution Plan includes, inter alia: Health and Safety, Environmental, Energy, Quality, Delivery plans etc.

Job Owner:

Any permanent employee of TPT who been trained, tested, and found competent, and appointed in writing for the purpose of carrying out or supervising work on plant, machinery, and equipment.

Risk Assessment

A risk assessment in this procedure means the process where all risks associated with the contract and its execution identified, mitigated, and managed. Provision for The Rental of Front-End Loader Services for thirty-six (36) Months Page 4 of 13.

Specification

A detailed prescription of the Integrated Management System (IMS) requirements to which equipment, construction, product, or service must comply with this includes various models, drawings, and documents. It noted that the specification might even comprise of a multitude of different elements.

Permit Acceptor

Any person who has been appointed in writing to receive a Permit to Work for the purpose of carrying out or supervising work on equipment.

Permit Issuer

The operations shift manager will be responsible for the issuing of permits.



Responsible Supervisor

The Operations and Maintenance Supervisor who has been assigned responsibility for the operation and maintenance of a particular section/s of the plant.

Permit Number

A number issued by CCR that logs the work performed, the person responsible for the work and the approximate duration. Note: this is not the same as the sequential number on the permit to work.

2. ABBREVIATIONS

IMS: Integrated Management System

ISO: International Organization for Standardization

OHSAS: Occupational Health and Safety Assessment Series

POM: Policy Manual

PROC: Procedure

SOP: Safe Operating Procedure

QMS: Quality Management System

SANS: South African National Standard

SMS: Safety Management System / Service Management System

TCC: Transnet Corporate Centre which is the Transnet Head Office

SLD: Saldanha

TPT: Transnet Port Terminals

WI: Work Instructions

FEL: Front-end Loader

SP: Service Provider





PROVISION FOR THE RENTAL SERVICES OF (4) FOUR X 5 TON FORKLIFTS FOR HANDLING THE COMMODITIES AT THE MULTI-PURPOSE TERMINAL, PORT OF SALDANHA, FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS [HEREINAFTER REFERRED TO AS "TPT"] FOR A PERIOD OF SIX (6) MONTHS ON A DRY RATE.

3. BACKGROUND

Saldanha Multi-Purpose Terminal (SldMPT) is a critical logistics hub that facilitates bulk and breakbulk cargo movement. To maintain efficient terminal operations, the terminal relies on specialized lifting equipment hence the scope of work outlines the provision for leasing one (4) four x 5-ton forklifts to support cargo handling operations at SLD-MPT.

4. PURPOSE

The purpose of this initiative is to enhance the terminal's operational efficiency by securing the rental of forklifts that meet the growing handling requirements. The addition of these forklifts will help streamline cargo movement, reduce downtime caused by equipment failure, and improve overall productivity.

4.1. SCOPE OF WORKS

- 4.1.1 The objective of this scope of work is to procure the leasing of Forklifts, excluding operators, for a duration of six (6) months on a dry rate. The agreement shall include a comprehensive maintenance plan.
- 4.1.2 The service provider must be available 24 hours per day, 7 days per week, including weekends and Public Holidays, to support TPT's 24-hour operations.
- 4.1.3 The service provider shall be fully responsible for all maintenance/services or repairs for the forklifts while on TPT premises and all associated costs thereof will be for the service provider and not TPT.
- 4.1.4 The service provider should have a maintenance plan indicating the hours required to perform the services.
- 4.1.5 The maintenance plan should include servicing, fair wear-and-tear, repairs required as per the manufacture's schedules including all labor, parts, oil etc.





- 4.1.6 The service provider must provide load test certificates of each forklift upon delivery which clearly highlight that the equipment have undergone the necessary load testing and conforms to the specifications as required by TPT.
- 4.1.7 Equipment must be in excellent working condition, regularly maintained, and free of defects.
- 4.1.8 The equipment must be capable of operating and maneuvering effectively in harsh environments and across varying terrains.
- 4.1.9 Routine maintenance must be performed per manufacturer's recommendations.
- 4.1.10 On-site repair and support services should be available to minimize downtime.
- 4.1.11 Replacement equipment must be provided in case of extended breakdowns.
- 4.1.12 A dedicated service team should be available for troubleshooting and technical support.
- 4.1.13 The service provider shall be responsible for the delivery and commissioning of the equipment at TPT premises as per TPT instructions.
- 4.1.14 Upon completion of the contract, the service provider will be required to decommission and remove the equipment off site by similar means of transport at no additional cost.

5. SCOPE OF SERVICES

Equipment Specification

The MPT Saldanha requires a service provider that will be capable of providing four (4) x 5-Ton forklifts with enclosed steel cabin and tempered glass windows all round. This work's information covers the scope of work for rental of the forklifts, which must comply with the following minimum standard requirements:

5.1 **Four (4) x 5-Ton Forklifts:**

• Lifting capacity: 4 x 5-Ton

Maximum lift height: 4 meters

• Fuel type: Diesel/Electric

• Fork length: 2.5 meters

Side shift function tilt

- Pneumatic Fork positioner 1500 1700 mm
- Enclosed steel cabin with tempered glass windows and climate control
- All round tires dual front black





- Standard rotating beacon & reverse buzzer
- Standard adjustable steering column
- Standard road ordinance lights
- Standard simple load weight indicator
- Standard auto fork levelling
- Safety feature sas system of active stability safety feature operator presence switch

5.2 The following safety devices must be in place:

- Rear View Mirror
- High visibility color (Reflective tape)
- Side shift 300 mm
- Forklift length 1.4 2.5 meters
- Lifting height 4.5 m
- Fire extinguisher
- Speedometer and diesel gauge
- Roll over protection and seatbelts
- Forklift weather protection

6. QUALITY AND SERVICE

- 6.1 All services supplied and delivered to Transnet must be of excellent quality in compliance with the specifications. Should the goods or services not be in conformity with the specifications, Transnet reserves the right to reject them, obtain the goods or services from other sources of its free choice and debit the difference in cost, if any, to the Service Provider's account.
- 6.2 The Service Provider must have a permanently manned telephone (place of business/cell phone) and fax machine, to ensure immediate contact can be made in case of emergency.
- 6.3 The Service Provider must be based in the Western Cape Region.
- 6.4 The Service Provider to submit copies of roadworthy and valid licenses for the four (4) x 5-Ton forklifts required and to be submitted to TPT with the submission of the RFQ.
- 6.5 The service provider shall ensure that for the duration of the contract with TPT, the equipment utilized are in a safe operational condition with safety workload test certificates provided and



- tested as per relevant legislation granted under section 32 of the Machinery and Occupational Safety Act, 1983 (Act No. 6 of 1983) and includes the service of fire extinguishers.
- 6.6 If the forklifts are found to be out of certification or unfit for its intended purpose, all rental charges for such equipment shall immediately discontinue from the last date that equipment was acknowledged by TPT until it's certified and fit for its intended purpose.
- 6.7 The service Provider shall have a response time of two (2) hours from call logging for technical onsite support.
- 6.8 In the event that the service provider has hired or leased the required equipment; such service provider shall be responsible for ensuring that the relevant equipment is certified and in a well- maintained condition.
- 6.9 Maintenance should be performed as per OEM prescribed recommendations and include services and breakdowns. All replacement spares and sundries will be for the service provider's account and includes but not limited to oils, filters, lubrication, electrical and mechanical components. Maintenance must preferably be done on site as to minimize downtime.

7. SAFETY AND COMPLIANCE

- 7.1 The service provider must adhere to all relevant safety laws and regulations, as well as any directives issued by TPT management and supervisory staff.
- 7.2 All operations must adhere to health and safety standards, including the Occupational Health and Safety Act (OHSA).
- 7.3 Dust control measures must be implemented to minimize environmental impact.
- 7.4 Prior to the start of the contract, the service provider must submit a valid letter of good standing from the Department of Labor.
- 7.5 The service provider must comply with the terminal's safety, health, environment, and quality (SHEQ) Standard Operating Procedures (SOPs) and adhere to the TIMS SHEQ contractor specification requirements as outlined by TPT.
- 7.6 The service provider shall be required to undergo TPT's safety induction training programs prior to commencing any work on-site.



- 7.7 The service provider must ensure compliance with TPT's security and emergency policies, procedures, and regulations.
- 7.8 Substance abuse of any kind (e.g., alcohol, drugs) is strictly prohibited, and the service provider may be subject to random drug and alcohol testing.
- 7.9 The service provider (at own expense) shall ensure full appropriate safety clothing or personal protective equipment (PPE), such as reflective jackets, safety boots, hard hats, and identity tags.
- 7.10 Upon contract award, the service provider must prepare a comprehensive safety file in line with the requirements of TPT's SHEQ department. Work on-site cannot commence until the safety file is completed and approved by the SHEQ manager.

8. BUSINESS CONTINUITY PLAN FOR MANAGING RISK

- 8.1 The service provider is expected to submit a business continuity plan to manage risk. This plan must state how the service provider will limit or minimize operational disruptions; this will require the following but not limited to:
- 8.2 A clearly defined business continuity team with their roles and contact details to be contacted in case of an emergency.
- 8.3 Critical services and equipment should be identified in the plan and how much time it will take to restore or replace each critical service or equipment in case of a disruption without compromising service level or operations. A waiting time of four (4) hours would be ideal.
- 8.4 Detailed business continuity risks and their mitigations and how long it will take to practically implement the mitigation.
- 8.5 How often the plan will be tested and the method of testing the plan i.e., online or live simulation.
- 8.6 Detailed crisis communication plan in case of an emergency. The crisis plan should cover the following topics:
 - 8.6.1 What constitutes a crisis,
 - 8.6.2 Crisis team,
 - 8.6.3 How will a crisis be communicated including timelines etc.



8.7 Continuity of operations / Contingency plan – The plan should be supported with back up contracts (this can be draft contracts pending contract award) with alternative suppliers who can supply equipment at short notice to prevent business disruption. The response time for the back-up support should be clearly defined in the contract.

9. **PENALTIES AND LEAD TIMES**

- 9.1 Downtime refers to periods when forklifts are unavailable or inoperable, resulting in delays to operations. Hence, the service provider shall ensure that its services are rendered as stipulated by TPT considering that time is of the essence.
- 9.2 For each hour of downtime beyond the acceptable limit of three (3) occurrences per month, the contractor will incur a penalty unless the downtime is due to force majeure or preapproved maintenance.
- 9.3 Repeated instances of downtime (more than 3 occurrences per month) will incur a penalty.
- 9.4 Safety Violations: Non-compliance with safety standards, such as the Occupational Health and Safety Act (OHSA) or terminal-specific safety protocols, will result in a penalty.
- 9.5 In cases of repeated safety violations (more than 2 occurrences in a month), a further penalty will incur and a review of the contractor's continued suitability to perform the work.
- 9.6 Equipment Non-Compliance: If the provided equipment fails to meet the agreed specifications or is found to be unsafe or unsuitable for operations, penalties will apply.
- 9.7 Failure to Provide Backup Equipment: If the contractor fails to provide functional backup forklifts within the agreed lead time of four (4) hours, a penalty will be imposed for each backup loader not supplied on time.
- 9.8 Should the service provider fail to execute the service, TPT shall be entitled to arrange for an alternative service provider to perform the required services and will deduct all costs associated with TPT having to procure an alternate Service Provider.
- 9.9 Should the service provider arrive late to perform the service to TPT, then a non-conformance will be issued against the service provider.
- 9.10 The following lead times shall be strictly adhered to by the contractor:



- 9.11 Initial Mobilization and Deployment: The contractor is required to deploy all specified forklifts to MPT Saldanha within 30 days from the date of contract commencement.
- 9.12 Late deployment will result in a penalty for each day past the agreed deadline.
- 9.13 Backup Equipment: In the event of a breakdown or downtime, backup forklifts must be deployed to the site within 4 hours of the request by the terminal. Failure to meet this lead time will result in penalties.
- 9.14 Maintenance Response: Scheduled maintenance must be conducted during pre-approved time slots and should not impact terminal operations.
- 9.15 For unscheduled repairs or breakdowns: The contractor must respond to maintenance issues within 2 hours of being notified.
- 9.16 Repairs must be completed within 4 hours to minimize operational disruptions. If repairs exceed this timeframe, a backup equipment must be deployed to ensure continuity.
- 9.17 Performance Reviews and Escalation: Regular performance reviews will be conducted at monthly intervals to assess compliance with lead times, productivity, and safety standards.
- 9.18 Persistent non-compliance or delays may result in the escalation of penalties, suspension of services, or termination of the contract.
- 9.19 Termination for Non-Performance: The contract may be terminated with 30 days' written notice if the contractor:
 - 9.19.1 Accumulates penalties exceeding five (5) within a 3-months period.
 - 9.19.2 Fails to meet operational lead times on more than 3 occasions per month.
 - 9.19.3 Fails to implement corrective measures following repeated safety violations.



Technical Criteria	Weightings
Track Record The Service Provider shall be required to have a proven record of accomplishment in the supply and the commissioning of Forklifts for a minimum period of two years. Supporting Documents: At least two (2)	Provided references with cumulative experience greater or equal to 24 months in the past 5 years
endorsed lease agreement: If owned: The bidder is required to submit certified copies of registration or valid vehicle licenses for	 4 x 5-Ton Forklifts certified copies of registration certificates / valid vehicle license OR Letter of intent with the required information = 40 Points 3 x 5-Ton Forklifts certified copy of registration certificate / valid vehicle license OR Letter of intent with the required information = 20 Points No certified copy of registration certificate/valid vehicle license and no letter of intent with the required information = 0 Points
Delivery Lead Time: The Service Provider should submit a signed letterhead agreeing on the indicated time of delivery.	 Lead times less or equal to four weeks = 30 Points Lead times greater than four weeks but less than 8 weeks = 15 Points Lead time of greater than 8 weeks = 0 Points
TOTAL SCORE	100
Minimum qualifying score requires	70



10. GENERAL SAFETY AND COMPLAINCE SPECIFICATIONS

- 10.1 The Contractor must submit a detailed Contractor Execution Plan (CEP) to the Contractor Manager for approval as per TRN-IMS-GRP-GDL 014.5 Contractor Execution Plan minimum requirements.
- 10.2 Contractor must submit TRN-IMS-GRP-TMP 014.3 Employee Personal Profile Dossier to contractor Manager for approval before induction training confirmed. Approved Employee Profile Dossiers includes certified copies of medicals, identity documents, competencies etc. submitted via email correspondence to TPTSLD- Induction-booking@transnet.net
- 10.3 Contractor Compliance SHE File within accordance with File Contractor Compliance File Approval Checklist TPT-IMS-SLDT-CL-014-001.1 and in line with relevant applicable specifications as per respective TRN-IMS-GRP-GDL 014.2 Contractor Specification Guidelines.
- 10.4 Principal contractors approve Mandatary Agreement in terms of section 37(2) TRN- IMS-GRP-TMP-014.1 of the Occupational Health and Safety Act (OHS Act) and submit to Contractor Manager to agree.
- 10.5 The Principal Contractor must submit written request to the Contractor Manager for permission for sub-contract to provide any work or services to TPT and ensure that all.
- 10.6 Agreement between Principal contractor and Sub Contractor submitted to Contractor Manager.
- 10.7 Contractor must submit completed SHE File Electronic to Contractor Manager for approval.
- 10.8 Contractor undergoes induction training prior to handing over the site to the Contractor as TRN-IMS-GRP-GDL 014.6 Contractor Induction Minimum Requirements. SITE ESTABLISHMENT:
- 10.9 All relevant permits and authorizations are as per TRN-IMS-GRP-TMP 014.7 List of Legal Permits and Authorizations shared and completed prior to site access.
- 10.10 Contractor appointed within accordance with TRN-IMS-GRP-TMP-001.1 prior to site access by TPT.
- 10.11 Contractor Manager will conduct TRN-IMS GRP TMP 014.8 Pre-site handover inspection prior to Site Access grated with Service Provider.
- 10.12 No work will commence with approved TRN-IMS-GRP-TMP-014.10 Operational Safe Work Permit issue to the contractor-by-Contractor Manager.



- 10.13 Contractor Manager and the Contractor must co-sign the TRN-IMS-GRP-TMP-014.13 Final Handover and Closeout Inspection Checklist.
- 10.14 TESTING AND COMMISSIONING: The Contractor Manager will develop a test and commissioning plan of the project and communicate it to the contractor.
- 10.15 The service provider will be responsible for obtaining Hot work permit from TNPA (phone no: 022 703 4331) within conjunction with Fire Safety Management Manual GRM/SHEQ/MAN 001.
- 10.16 The service provider must have a Fire watch on duty during Hot Work and a Fire extinguisher as per required within Fire Safety Management Manual GRM/SHEQ/MAN 001.
- 10.17 Service provider will ensure compliance to TPT SLDT SHEQ-RS PRO 021_Lock Out Procedure and lock out and isolation done by Trained and competent employees with conjunction with TPT competent.
- 10.18 Service provider shall implement and maintain applicable Health, Safety, Quality and Environmental regulations and other relevant standards and regulation, example: applicable SANS codes; OHS Act of 1993, other legislation, ISO 9001, ISO 14001 and ISO 45001, etc.
- 10.19 Service provider to ensure that all employees involved in activity is informed of the Hazards and risk they exposed to and all other relevant applicable Safety Work Procedures, Fall Protection Plans, Environmental Plans, Emergency Plans, and any other relevant procedures, etc. proof to be submitted as part of the SHE File.
- 10.20 Service Provider will ensure that On the Job HIRAS is completed prior to start of activity to ensure that any additional Risks been identified.
- 10.21 Service provider must ensure that when required to off-load or load any heavy equipment and machinery on the plant that they comply with that equipment or machinery will not be physically operated by an employee when required to off-loaded or load from any flatbed or low bed.
- 10.22 Principle Contractor will be responsible to ensure that Sub Contractor SHE File compiled within conjunction with TPT Requirements and Approved prior to sub mission to Contractor Manager.
- 10.23 Service Providers are liable to collect and remove all waste generated during the contract/project. Generated Waste will not be allowed being disposed within TPT waste skips. Removal of Hazardous waste will be contractor's responsibility and Disposal Certificate submitted to SHEQ after waste has been disposed safely.





10.24 The Service Provider to ensure full compliance to TPT COVID 19 requirements and Government Safety measures regarding preventing the spread of the COVID 19 virus.

Contact the following employees at SHERQ Department:

SHERQ Manager:

Email: Werner. Labuschagne@transnet.net

Contact number: 022 703 4945 / 083 706 7710

11. ANNEXTURE

TPT-IMS-SLDT-CL-014-001.1 Contractor SHE File Assessment Checklist

TPT-IMS-SLDT-GDL-014-001.2 Guide -Contractor COVID 19 Work Plan