

## **TRANSNET PORT TERMINALS**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR QUOTATION (RFQ) - TPT/2024/02/0023/57735/RFQ**

#### **FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR THE CAPE TOWN PORT TERMINALS AS A ONCE OFF**

**RFQ NUMBER** : TPT/2024/02/0023/57735/RFQ

**ISSUE DATE** : 20 June 2024

**NON-COMPULSORY BRIEFING SESSION:** Teams meeting (26 June 2024 at 10:30)

**CLOSING DATE** : 05 July 2024

**CLOSING TIME** : 16:00pm

**TENDER VALIDITY PERIOD** : 90 Business Days after the Closing Date

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## **The Tender**

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- T1.1        Tender Notice and Invitation to Tender
- T1.2        Tender Data

### **Non-Compulsory Briefing session:**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

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### **Part T2: Returnable Documents**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR THE CAPE TOWN PORT TERMINALS AS A ONCE OFF</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>NON-COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>You're kindly invited into a non-compulsory briefing session for the Manufacture, Supply and commissioning of Mobile Diesel Bowser for Cape Town Container Terminal as a once off.</p> <hr/> <p><b>Microsoft Teams meeting</b></p> <p>Join on your computer, mobile app or room device  <a href="#">Click here to join the meeting</a>  Meeting ID: 382 959 644 385</p> <p>Passcode: 7sST8k  <a href="#">Download Teams</a>   <a href="#">Join on the web</a>  Join with a video conferencing device  teams@transnet.onpexip.com  Video Conference ID: 125 659 939 7  <a href="#">Alternate VTC instructions</a>  Or call in (audio only)  <a href="#">+27 21 835 5059,,814106707#</a> South Africa, Cape Town  Phone Conference ID: 814 106 707#  <a href="#">Find a local number</a>   <a href="#">Reset PIN</a></p>
<b>CLOSING DATE</b>	<p><b>16:00pm on Friday, 05 July 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

#### 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised

tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

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

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

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

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

#### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 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 [clause 12 on T2.2-06], [**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.*
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5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



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





## T1.2 TENDER DATA

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

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

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

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

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



	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer’s agent is:	Procurement Officer /Procurement Manager
	Name:	Noloyiso Alam
	Address:	01 Container Road, Foreshore, Cape Town, 8001
	Tel No.	021 449 3478
	E – mail	Noloyiso.alam@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p><b>You’re kindly invited into a non-compulsory briefing session for the Manufacture, Supply and commissioning of Mobile Diesel Bowser for Cape Town Container Terminal as a once off.</b></p> <hr/> <p>Microsoft Teams meeting  <b>Join on your computer, mobile app or room device</b>  <a href="#">Click here to join the meeting</a>  Meeting ID: 382 959 644 385  Passcode: 7sST8k  <a href="#">Download Teams</a>   <a href="#">Join on the web</a>  <b>Join with a video conferencing device</b>  teams@transnet.onpexip.com  Video Conference ID: 125 659 939 7  <a href="#">Alternate VTC instructions</a>  <b>Or call in (audio only)</b>  <a href="#">+27 21 835 5059,,814106707#</a> South Africa, Cape Town  Phone Conference ID: 814 106 707#  <a href="#">Find a local number</a>   <a href="#">Reset PIN</a></p>	
	<p><b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b>  Not applicable</p>	
	<p><b>3. Stage Four - Functionality:</b>  Refer to Annexure B – Technical evaluation criteria</p>	

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 pre-qualifying criteria will be regarded as an unacceptable tender.***

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C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent:***

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

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

Time: **16:00pm on the Friday, 05 July 2024**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **90 Business Days after the closing date**.

Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

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

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

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South

African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted 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:

#### **Please refer to Annexure B – Technical evaluation criteria**

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

- *T2.2-15 Compliance to Eligibility*
- *T2.2-16 Compliance to Technical Specification*
- *T2.2-17 Guarantees*
- *T2.2-18 Track Record*
- *T2.2-19 Delivery Lead Time*
- *T2.2-20 Supplier's Specifications*
- *T2.2-21 Paint and Thickness*
- *T2.2-22 Recomm Spares*
- *T2.2-23 Site Establishment*
- *T2.2-24 Fuel Tank capacity*

Each evaluation criteria will be assessed in terms of scores

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

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## ANNEXURE A- SCOPE OF WORK/DESCRIPTION

### PART 3: SCOPE OF GOODS

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

## **C3.1 PURCHASER'S GOODS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT)**

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

#### **1.1. Background**

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

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

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

1.2.1.1. The manufacture, supply, delivery, testing and commissioning of Mobile Diesel Bowser.

1.2.1.2. The training of operational and maintenance personnel at CTCT.

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

1.2.2.1. Provide a priced option for a full maintenance(planned) contract for 3 years, to service and maintain the Mobile Diesel Bowser in 1.2.1.1.

1.2.2.2. Provide a priced recommended maintenance(planned) spares list as recommended by OEM for Mobile Diesel Bowser for the first Three (3) years of operation. Prices of spares to be valid for one year.

1.2.2.3. Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.

### **2. Definitions**

**2.1.** Specification means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.

**2.2.** Reference in the *Goods* Information and standard specifications to "equipment" means the Mobile Diesel Bowser as defined in the scope of *Goods*.

- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1000kg or approximately 2 204.62-pound mass.
- 2.4. Delivery of Goods is defined as when the Mobile Diesel Bowser have completed their 8-hour endurance tests to the satisfaction of the *Purchaser*.
- 2.5. *Purchaser* is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the *goods*; paymaster (i.e., Transnet Port Terminals shall pay); a party to the contract.

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

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

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

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

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

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

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

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

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

All aspects of the *works* must comply with the *Purchaser's* environmental management plan, statutory requirements and regulations made by relevant authorities and the *Supplier* must ensure compliance



of Site activities as well as the design of the equipment supplied. Refer to *Purchaser's* 'Standard Environmental Specification Transnet Port Terminals'.

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

- Quality management objectives.
- Documentation and change control procedures.
- Quality control procedures that will apply to purchased materials.
- Quality control plan for all components manufactured or supplied to ensure conformance.
- The identification of suitable hold points to ensure proper quality assurance throughout manufacturing.
- Quality control of all welding and corrosion protection activities.
- The quality control procedure that will apply to erection and painting on site.

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

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

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

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

### **3.4. Programming constraints**

#### **3.4.1. General**

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

### **3.4.2. Programme submission**

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

The preferred software package is Microsoft Projects or similar approved.

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

The *Supplier's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

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

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

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

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

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

### **3.4.5. Supplementary programmes**

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

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

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

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

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

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

- The contract programme "baseline" activity bar
- The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).

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

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

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

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

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

As a minimum the report shall include:

- progress against the current approved contract programme,
- summary of progress achieved during the period,
- list of milestones achieved during the period,

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

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

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

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

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

**3.5. Training workshops and technology transfer**

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

**NOTE:** The personnel that will be made available for training are existing maintenance personnel and operators.

Designation	CTCT
Technical Supervisor	2
Technical (Electrical)	2
Technical (Mechanical)	10
Operators/drivers/ driver trainers.	10

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

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

### **4. Guarantees**

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

### **5. Engineering and the Supplier's design**

#### **5.1. Purchaser's design requirements**

##### **5.1.1 Technical Specification**

The Mobile Diesel Bowser shall be designed to comply with the *Purchaser's* Technical Specification, document Annexure A.

##### **5.1.2 Terminal Specification Requirements**

###### **5.1.2.1 Overview**

The mobile diesel bowser should conform to the following specifications: 12000L capacity. Registered, roadworthy and micro dotted as required by Environmental protection and Transportation of Dangerous Goods Act. Diesel and flammable stickers must be included. Below are all the auxiliaries that need to be delivered with the new mobile bowser:

- 12000L Mobile Diesel Bowser
- Minimum required flow rate of pump at point of delivery: 180 litres/min
- The bowser will be towed by the terminal trucks (internal haulers)
- The bowser shall be fitted with a hydraulic driven fuel pump
- Mobile Diesel Bowser to fill up Rubber tyred Gantries (RTG)
- Mobile Diesel bowser shall be fitted with Fuel management system.
- Detailed specification on Annexure A.

### 5.1.3 General Requirements

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

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

### 5.1.4 Environmental Conditions

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

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

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

### 5.1.5 Operating and maintenance manual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

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

endurance tests. The area of operation for the mobile diesel bowser is within the premises of Cape Town Container Terminal.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

### **7.2.2 Testing and commissioning**

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

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

- 7.2.2.1.1 Pre-commissioning tests to be performed by the *Supplier*
- 7.2.2.1.2 Performance test recording the speeds of all motions under various load conditions
- 7.2.2.1.3 Overload tests
- 7.2.2.1.4 Stability tests
- 7.2.2.1.5 Tests to prove the integrity of the safety devices, limit systems and emergency systems
- 7.2.2.1.6 Tests to prove the integrity of all service brakes and emergency brakes
- 7.2.2.1.7 Functional tests
- 7.2.2.1.8 Operational tests under simulated conditions
- 7.2.2.1.9 General inspection for final quality, including paint quality

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

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

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

After approval of the test and inspection protocol by the *Supply Manager*, the *Supplier* shall fully test the

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

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

A registered Lifting Machinery Inspector, appointed by the Supplier, shall carry out the load test. Load shall be defined as the safe working load when the equipment is working at maximum capacity, and including dynamic factors such as wind loads, shock loads due to acceleration and deceleration, etc.

All motions of the equipment shall be tested under load to simulate actual conditions, where applicable, to prove correct operation and to enable position indicators and limit switches to be set, and other operational adjustments made.

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

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

### **7.2.2.3 Endurance Testing**

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

The Endurance Test will constitute a minimum of 8 hours. The *Purchaser* will operate the Mobile Diesel Bowser for the 8-hour endurance test which will be done under working conditions. The purchaser under guidance of the supplier will operate the Mobile Diesel Bowser. The *Purchaser* will Take-Over the Mobile Diesel Bowser on successful completion of the 8hr endurance test. If the Mobile Diesel Bowser fails the 8- hour endurance test and the actual rectification of defect/fault takes longer than 2 hours, the endurance test shall commence afresh on the Mobile Diesel Bowser.

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

### **7.2.3 Technical support after Completion**

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

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

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

## **8 Plant and Materials standards and workmanship**

### **8.1 Referenced standard specifications**

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

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

### **8.2 General**

All Plant and Materials shall be new.

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

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

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

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

## 9 Specifications

9.1 The service provider shall adhere to the latest amendments and editions of the following standards specification as specified in Table 1, when executing the work of this contract.

**Table 1: Specifications**

OHS Act	Occupational Health and Safety Act and Regulations 85 of 1993.
SBH 9/2/8	Corrosion protection specification [Version 20]
SBH 9/2/9	General requirements and conditions [Version 9]
SANS 10089-1	The petroleum industry. Part 1: Storage and distribution of petroleum products in above-ground bulk installations. Edition 4.3
SANS 10089-2	The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector
SANS 10131:2004	Above-ground storage tanks for petroleum products
SANS 10231:2014	Transport of dangerous goods by road Operational requirements
SANS 10329	The design and construction of sectional steel tanks for storage of liquids at or above ground level
SANS 10162	Structural use of steel
SANS 310	Storage tank facilities for hazardous chemicals - Above-ground storage tank facilities for flammable, combustible and non-flammable chemicals
SANS 1518	Transport of dangerous goods - Design, construction, testing, approval and maintenance of road vehicles and portable tanks



# T1.1 TENDER NOTICE AND INVITATION TO TENDER

## SECTION 1: NOTICE TO TENDERERS

### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR THE CAPE TOWN PORT TERMINALS AS A ONCE OFF</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>NON-COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>You're kindly invited into a non-compulsory briefing session for the Manufacture, Supply and commissioning of Mobile Diesel Bowser for Cape Town Container Terminal as a once off.</p> <hr/> <p><b>Microsoft Teams meeting</b></p> <p>Join on your computer, mobile app or room device  <a href="#">Click here to join the meeting</a>  Meeting ID: 382 959 644 385</p> <p>Passcode: 7sST8k  <a href="#">Download Teams</a>   <a href="#">Join on the web</a>  Join with a video conferencing device  teams@transnet.onpexip.com  Video Conference ID: 125 659 939 7  <a href="#">Alternate VTC instructions</a>  Or call in (audio only)  <a href="#">+27 21 835 5059,,814106707#</a> South Africa, Cape Town  Phone Conference ID: 814 106 707#  <a href="#">Find a local number</a>   <a href="#">Reset PIN</a></p>
<b>CLOSING DATE</b>	<p><b>16:00pm on Friday, 28 June 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

### 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised

tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

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

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

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

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

#### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 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 [clause 12 on T2.2-06], [**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](mailto:Transnet@tip-offs.com)**

# ANNEXURE B- TECHNICAL EVALUATION CRITERIA

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (Reg. No. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT CAPE TOWN CONTAINER TERMINAL AS A ONCE OFF SUPPLY

Technical Evaluation for the Acquisition of Mobile Diesel Bowser at CTCT					
<b>Eligibility Criteria</b>	<b>Description</b>		<b>Returnable Schedule</b>	<b>Criteria</b>	
	The mobile diesel bowser tank shall have a capacity of 12 000L		T2.2-15	Yes/No	
	The inner tank of the mobile diesel bowser shall be manufactured from ASTM A240 304L stainless steel		T2.2-15	Yes/No	
	The tank shall be designed for a maximum allowable working pressure of 38kPa.		T2.2-15	Yes/No	
	Minimum required flow rate of pump at point of delivery: 180 litres/min		T2.2-15	Yes/No	
	The bund tank must be able to contain 110% of the capacity of the fuel tank.		T2.2-15	Yes/No	
	The bund shall not form part of the structure but should be bolted to the frame floor.		T2.2-15	Yes/No	
	A "Graco Series 700 Model 237884", or similar hose reel, fitted with 15-meter-long 1" rubber hose shall be supplied.		T2.2-15	Yes/No	
	The king pin shall be of the bolted type and will contain both SAE 3.5 inch and SAE 2.0 inch pins. The king pin shall be invertible to accommodate the two different pin sizes.		T2.2-15	Yes/No	
	The bowser shall have a 24 volt negative earth system. The power shall be supplied from the bowser truck by means of a two pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent)		T2.2-15	Yes/No	
Supply of load test certificates		T2.2-15	Yes/No		
Final colour of the mobile diesel bowser shall be RAL 3020 (red)		T2.2-15	Yes/No		
<b>Evaluation Criteria</b>	<b>Description</b>	<b>Scoring principal</b>	<b>Returnable Schedule</b>	<b>Criteria</b>	<b>Weighting</b>
<b>Technical &amp; Operational</b>	Compliance to Employer's Technical Specification	240 compliant clauses = 25	T2.2-16	Compliance to Technical Specification	25
		< 240 but > or = 192 compliant clauses = 20			
		< 192 but > or = 144 compliant clauses = 15			
		< 144 but > or = 96 compliant clauses = 10			
		< 96 but > or = 48 compliant clauses = 5			
		< 48 compliant clauses = 0			
	Guarantees on Structure	10 years or above = 10	T2.2-17	Warrantees and Guarantees offered	10
		> or = to 8 years but less than 10 years = 8			
		> or = to 7 years but less than 8 years = 6			
		> or = to 6 years but less than 7 years = 4			
		> or = to 5 years but less than 6 years = 2			
		Less than 5 years = 0			
	Guarantee on components of the mobile diesel bowser (such as hydraulic, mechanical, pneumatics, electrical, controls and other components)	Guarantee on Components of Mobile Diesel bowser = 24 months or above = 10	T2.2-17	Warrantees and Guarantees offered	10
		Guarantee on Components of Mobile Diesel bowser > or 19 months but < 24 months = 8			
		Guarantee on Components of Mobile Diesel bowser > or 12 months but < 19 months = 6			
		Guarantee on Components of Mobile Diesel bowser > or 10 months but < 12 months = 4			
Guarantee on Components of Mobile Diesel bowser > or 6 months but < 10 months = 2					
Guarantee on Components of Mobile Diesel bowser < 6 months = 0					
Corrosion protection compliant with EEAM-Q-008: Corrosion Protection Guarantee	Corrosion Protection Guarantee > or = 10 years = 10	T2.2-17	Guarantee on Paint	10	
	Corrosion Protection Guarantee > or = 9 years but < 10 years = 8				
	Corrosion Protection Guarantee > or = 8 years but < 9 years = 6				
	Corrosion Protection Guarantee > or = 7 years but < 8 years = 4				
	Corrosion Protection Guarantee > or = 6 years but < 7 years = 2				
	Corrosion Protection Guarantee < 6 years = 0				
Paint thickness > or = 300 microns and at least 3 coats paint = 5	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 4				

	Corrosion Protection compliant with EEAM-Q-008: Paint thickness	Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 3 Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 2 Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 1 Paint thickness < 200 microns or less than 3 coats paint = 0	T2.2-21	Paint Thickness Number of coats of Paint	5
	<b>Sub-total</b>				<b>60</b>
<b>Track Record</b>	Tenderers are required to demonstrate their experience in the supply of the mobile diesel bowser, as per the specification requirements. Tenderers must provide atleast a minimum of three (3) traceable references for the supply of mobile diesel bowser. The reference should indicate the value and the period of the contract for mobile diesel bowser with a minimum tank capacity of 12 000L supplied by the tenderer over the last 7 years (not older than 7 years). The references must be on the letterhead of the respective company - (i.e traceable current or previous customers).	Five (5) or more References provided meeting requirements = 20	T2.2-18	Traceable Reference in company letterhead	20
		Four (4) References provided meeting requirements = 16			
		Three (3) References provided meeting requirements = 12			
		Two (2) References provided meeting requirements = 8			
		One (1) References provided meeting requirements = 4			
		References provided not meeting requirements = 0			
<b>Sub-total</b>				<b>20</b>	
<b>Lead time</b>	Lead time from contract award to commissioning & handover (end of endurance testing) of mobile diesel bowser.	9 Months or less = 20 > 9 Months but < or = 10 Months = 16 > 10 Months but < or = 11 Months = 12 > 11 Months but < or = 12 Months = 8 > 12 Months but < or = 13 Months = 4 Above 13 months = 0	T2.2-19	Lead Time in months	20
		<b>Sub total</b>			
<b>TOTAL RATING</b>					<b>100</b>

**Technical Qualification Threshold = 70 .**

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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Mobile Diesel Bowser</b>	<b>Compliance to Eligibility Criteria</b>	<b>Tender Schedule: T2.2-15</b>
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for the Mobile Diesel Bowser

Parameters for Mobile Diesel Bowser	Comply (Yes/No)
The diesel bowser tank shall have a capacity of 12 000L	
The inner tank of the diesel bowser shall be manufactured from ASTM A240 304L stainless steel	
The tank shall be designed for a maximum allowable working pressure of 38kPa.	
Minimum required flow rate of pump at point of delivery: 180 litres/min	
The bund tank must be able to contain 110% of the capacity of the fuel tank.	
The bund shall not form part of the structure but should be bolted to the frame floor.	
A "Graco Series 700 Model 237884", or similar hose reel, fitted with 15-meter-long 1" rubber hose shall be supplied.	
The king pin shall be of the bolted type and will contain both SAE 3,5 inch and SAE 2,0 inch pins. The king pin shall be invertible to accommodate the two different pin sizes.	
The bowser shall have a 24 volt negative earth system. The power shall be supplied from the bowser truck by means of a two-pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent)	
Supply of load test certificates	
Final colour of the forklift shall be RAL 3020 (red)	

Evidence required for the above is the service provider's Diesel Bowser's specification, based on the previous completed projects of the similar nature.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Mobile Diesel Bowser</b>	<b>Compliance to Employer's Technical Specification</b>	<b>Tender Schedule: T2.2-16</b>
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**Tenderers are to complete the attached schedule indicating their compliance to each clause of the Technical Specification together with comments regarding their compliance or non-compliance. Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification Diesel Bowser. Elements of this document not completed will be deemed as the Tenderer not complying. The Tenderer's sign-off at the bottom is deemed confirmation that this document has been read in conjunction with the Technical Specification.**

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant)</u>
<b>1. Scope</b>		
1.1		
1.2		
1.3		
1.4		
<b>2. Operational Requirements</b>		
2.1		
2.2		
2.3		
2.4		
2.5		
2.6		
2.7		
<b>3. Design of the Bowser</b>		
3.1		
3.2		
<b>4. Quality</b>		
4.1		
<b>5. General Requirements</b>		
5.1		
5.2		
<b>6. Below Information to be Supplied by the Manufacture</b>		
6.1		
6.2		
6.3		
6.4		
6.5		
6.6		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

<b>7. Inner Tank and Fittings</b>		
7.1		
7.2		
7.3		
7.4		
7.5		
7.6		
7.7		
7.8		
7.9		
7.10		
7.11		
7.12		
7.13		
7.14		
<b>8. Bund Tank</b>		
8.1		
8.2		
8.3		
8.4		
<b>9. Tank Filling and Decanting System</b>		
9.1		
9.2		
9.3		
9.4		
<b>10. Tank to Pump Piping System</b>		
10.1		
10.2		
10.3		
10.4		
10.5		
<b>11. Pump Mounting Frame</b>		
11.1		
11.2		
11.3		
11.4		
11.5		
11.6		
<b>12. Diesel Pump</b>		
12.1		
12.2		
12.3		
12.4		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

12.5		
12.6		
12.7		
12.8		
<b>13. Pump Motor</b>		
13.1		
13.2		
13.3		
13.4		
13.5		
<b>14. Pump to Hose Reel</b>		
14.1		
14.2		
14.3		
14.4		
<b>15. Flow Meter</b>		
15.1		
15.2		
15.3		
15.4		
15.5		
15.6		
<b>16. Hoses Reel</b>		
16.1		
16.2		
16.3		
16.4		
16.5		
16.6		
16.7		
16.8		
16.9		
16.10		
<b>17. Fuel Nozzle</b>		
17.1		
17.2		
17.3		
<b>18. Pump Compartment</b>		
18.1		
18.2		
18.3		
18.4		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

18.5		
18.6		
18.7		
18.8		
18.9		
18.10		
18.11		
18.12		
18.13		
<b>19. Fuel Piping General</b>		
19.1		
19.2		
19.3		
19.4		
19.5		
<b>20. Hydraulic System</b>		
20.1		
20.2		
20.3		
20.4		
20.5		
20.6		
20.7		
<b>21. Hydraulic System</b>		
21		
<b>22. Bowser Electrical System</b>		
22.1		
22.2		
<b>23. Batteries</b>		
23		
<b>24. Working Lights</b>		
24.1		
24.2		
24.3		
24.4		
24.5		
24.6		
<b>25. Instrumentation</b>		
25.1		
25.2		
<b>26. Fuel Management System (FMS)</b>		
26.1		
26.2		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

26.3		
26.4		
26.5		
26.5		
26.6		
26.7		
26.8		
26.9		
26.10		
<b>27. Safety Features</b>		
27.1		
27.2		
27.3		
27.4		
27.5		
27.5		
27.6		
27.7		
27.8		
<b>28. Spill Kit</b>		
28		
<b>29. Painting</b>		
29.1		
29.2		
29.3		
29.4		
29.5		
29.6		
29.7		
29.8		
29.9		
29.10		
29.11		
29.12		
29.13		
<b>30. Signage and Markings</b>		
30.1		
30.2		
30.3		
30.4		
30.5		
30.6		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

30.7		
30.8		
30.9		
30.10		
30.11		
30.12		
30.13		
30.14		
<b>31. Lubrication</b>		
31.1		
31.2		
31.3		
<b>32. Tools</b>		
32.1		
32.2		
<b>33. Spares</b>		
33.1		
33.2		
33.3		
33.4		
33.5		
33.6		
33.7		
33.8		
<b>34. Operators</b>		
34.1		
34.2		
34.3		
34.4		
34.5		
<b>35. Maintenance Personnel</b>		
35.1		
35.2		
35.3		
35.4		
35.5		
35.6		
35.7		
35.8		
35.8		
35.9		
35.10		
35.11		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

35.12		
35.13		
35.14		
<b>36. Data Book</b>		
36.1		
36.2		
<b>37. Literature</b>		
37.1		
37.2		
37.3		
37.4		
37.5		
37.6		
<b>38. General</b>		
38.1		
38.2		
38.3		
38.4		
38.5		
38.6		
<b>39. Inspection Before Delivery</b>		
39.1		
39.2		
39.3		
<b>40. Performance Test Before Delivery</b>		
40.1		
40.2		
40.3		
40.4		
40.5		
40.6		
40.7		
<b>41. Inspection After Delivery</b>		
41.1		
41.2		
41.3		
<b>42. Performance Test Before Delivery</b>		
42.1		
42.2		
42.3		
42.4		
42.5		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE OFF.

42.6		
42.7		

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

<b>Weight 25% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>
	$Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	<b>Compliance to Employer's Technical Specification</b>
100	240 compliant clauses
80	<240 but >= 192 compliant clauses
60	<192 but >= 144 compliant clauses
40	<144 but >= 96 compliant clauses
20	<96 but >= 48 compliant clauses
0	<48 compliant clauses

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Mobile Diesel Bowser</b>	<b>Guarantees and Warranties</b>	<b>Tender Schedule: T2.2-17</b>
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The extent of guarantees and warranties in excess of five **(5) years or sixty (60) months** on the structure and in excess of the standard **twelve (12) months** that can be offered by the Tenderer on electrical, mechanical, hydraulic, electronic and other components. Plant will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer’s specification EEAM-Q-008 is critical.

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

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

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

Item	Guarantee Offered	Description of Guarantee
Guarantee on components of the diesel bowser (such as hydraulic, mechanical, electrical, controls and other components)		
Structure		
Corrosion protection compliant with EEAM-Q-008: Guarantee		

Other Value Adding Services / Support Offered

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

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

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	<b>Number of years guarantees and warranties of the Structure</b>
0	For a guarantee on the structure < 5 years
20	For a guarantee on the structure > or = to 5 years but less than 6 years
40	For a guarantee on the structure > or = to 6 years but less than 7 years
60	For a guarantee on the structure > or = to 7 years but less than 8 years
80	For a guarantee on the structure > or = to 8 years but less than 9 years
100	For a guarantee on the structure > or = to 10 years

The scoring principle for guarantee on components of the diesel bowser (such as hydraulic, mechanical, electrical, controls and other components) will be as follows:

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	<b>Guarantee and Warranties on Components of Diesel Bowser</b>
100	Guarantee on Components of Diesel bowser > or = 24 months
80	Guarantee on Components of Diesel bowser > or 19 months but < 24 months
60	Guarantee on Components of Diesel bowser > or 12 months but < 19 months
40	Guarantee on Components of Diesel bowser > or 10 months but < 12 months
20	Guarantee on Components of Diesel bowser > or 6 months but < 10 months
0	Guarantee on Components of Diesel bowser < 6 months

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

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

<b>Weight 10% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>  $Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	Number of years guarantees and warranties of Corrosion Protection
100	Corrosion Protection Guarantee > or = 10 years
80	Corrosion Protection Guarantee > or = 9 years but < 10 years
60	Corrosion Protection Guarantee > or = 8 years but < 9 years
40	Corrosion Protection Guarantee > or = 7 years but < 8 years
20	Corrosion Protection Guarantee > or = 6 years but < 7 years
0	Corrosion Protection Guarantee < 6 years = 0

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Designation \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

## T2.2-18: Previous Experience – Track Record

Tenderers are required to demonstrate their experience in the design and supply of mobile diesel bowser solutions **over the last five (5) years**, and to this end shall supply a sufficient detailed reference list with details and contact details of existing or previous customers.

Provide contactable references: Number of diesel bowser with a tank capacity of 12 000L supplied by the agent or their OEM over the last five (5) years.

#	Name of Previous Customer	Contact Details	No. of Units	Year
1				
2				
3				
4				
5				

The Scoring principle for a track record will as follows

<b>Weight 20% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>
	$Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	<b>Number of units Supplied (within 5 years)</b>
100	> or = 5 units
80	> or = 4 units but < 5 units
60	> or = 3 units but < 4 units
40	> or = 2 units but < 3 units
20	> or = 1 unit but < 2 units
0	< 1 unit

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Supply and delivery of mobile diesel bowser</b>	<b>Delivery Lead Time</b>	<b>Tender Schedule: T2.2-19</b>
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The Tenderer must submit a holistic programme for the delivery of the mobile diesel bowser, showing the duration and location of each major related activity eg. Shipping / Customs Release (if applicable) / Configuration / Delivery.

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due.

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

Lead time from contract award to commissioning & handover (end of endurance testing) of diesel bowser.

**Activity**

**Duration (Weeks)**

Order placement to shipping date (if applicable)

\_\_\_\_\_

Order placement to site delivery

\_\_\_\_\_

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

<b>Weight 20% of Technical Evaluation Criteria Score</b>	<b>Formula:</b> $Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	<b>Delivery Lead Time</b>
100	< or = 9 Months
80	> 9 Months but < or = 10 Months
60	> 10 Months but < or = 11 Months
40	> 11 Months but < or = 12 Months
20	> 12 Months but < or = 13 Months
0	> 13 months

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer:

\_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Diesel Bowser</b>	<b>Supplier's Specifications</b>	<b>Tender Schedule: T2.2-20</b>
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Tenderers are to list in this schedule all specifications applicable to the diesel bowser

	Value / Detail	Comments
Tank capacity of diesel bowser (L)		
Load centre for rated capacity (mm)		
The inner tank of the diesel bowser shall be manufactured from ASTM A240 304L stainless steel (Yes/No)		
Maximum allowable working pressure for the tank (kPa)		
Minimum flow rate of pump at point of delivery (litres/min)		
The bund tank can contain 110% of the capacity of the fuel tank (Yes/No)		
The bund is bolted to the frame floor and does not form part of the structure (Yes/No)		
Hose reel length (m)		
<b>Hose reel type</b>		
<b>King Pin:</b>		
<ul style="list-style-type: none"> <li>• Pin is a bolted type (Yes/No)</li> </ul>		
<ul style="list-style-type: none"> <li>• Pin must contain both SAE 3,5 inch and SAE 2,0 inch pins.</li> </ul>		
<ul style="list-style-type: none"> <li>• The king pin shall be invertible to accommodate the two different pin sizes.</li> </ul>		
<b>Electrical System:</b>		
<ul style="list-style-type: none"> <li>• Negative earth system for the bowser (volt)</li> </ul>		
<ul style="list-style-type: none"> <li>• The power is supplied from the bowser truck by means of a two-pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent) (Yes/No)</li> </ul>		
<b>Corrosion Protection:</b>		
<ul style="list-style-type: none"> <li>• Number of Coats of Paint</li> </ul>		
<ul style="list-style-type: none"> <li>• Minimum overall Paint Thickness</li> </ul>		

TRANSNET PORT TERMINALS

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<ul style="list-style-type: none"> <li>Final colour of the forklift</li> </ul>		
Supply of load test certificates		
<b>Other "Value-add" systems; designs; innovations</b>		
1.		
2.		
3.		
4.		
5.		

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS  
 TENDER NUMBER: TPT/2024/02/0023/57735/RFQ  
 DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Mobile Diesel Bowser</b>	<b>Compliance to EEAM-Q-008 Paint Thickness and number of coats</b>	<b>Tender Schedule: T2.2-21</b>
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The Tenderer is required to comply to EEAM-Q-008 Paint Thickness and number of coats

<b>Parameter for Mobile diesel bowser</b>	<b>Value / Detail</b>	<b>Comments</b>
Number of Coats of Paint		
Minimum overall Paint Thickness		

The scoring principle for Corrosion Protection compliant with EEAM-Q-008, Paint Thickness will be as follows:

<b>Weight 5% of Technical Evaluation Criteria Score</b>	<b>Formula:</b>
	$Points = \frac{Score}{100} \times Weight (\%)$
<b>Score</b>	<b>Compliance to EEAM-Q-008 Paint Thickness and number of coats</b>
100	Paint thickness > or = 300 microns and at least 3 coats paint
80	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint
60	Paint thickness > or = 250 but < 270 microns and at least 3 coats paint
40	Paint thickness > or = 220 but < 250 microns and at least 3 coats paint
20	Paint thickness > or = 200 but < 220 microns and at least 3 coats paint
0	Paint thickness < 200 microns or less than 3 coats paint

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**TRANSNET PORT TERMINALS**

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT) AS A ONCE-OFF.

<b>Mobile Diesel Bowser</b>	<b>Recommended Critical Spares List</b>	<b>Tender Schedule: T2.2- 22</b>
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**Note to Tenderer:**

Tenderers are to complete this schedule with regards to recommended critical spares required for the first year of operation at Cape Town Container Terminal (CTCT). Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa. Prices for the spares to be valid for twelve (12) months.

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN TERMINAL (CTCT) AS A ONCE-OFF.

<b>Mobile Diesel Bowser</b>	<b>Site Establishment Requirements</b>	<b>Tender Schedule: T.2.2-23</b>
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Tenderers are to indicate their site establishment requirements for the supply / assembly of the Mobile diesel bowser including the following:

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

- Mobile diesel bowser

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/02/0023/57735/RFQ

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE CAPE TOWN TERMINAL (CTCT) AS A ONCE-OFF.

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## T2.2-24

The Tenderer is required to provide Fuel Tank Parameters

Item	Guarantee Offered	Description of Guarantee
Capacity of fuel tank (litres)		
Duration (in hours) that Bowser can operate on one tank of fuel		

Signed

Date

.....

.....

Name

Designation

.....

.....

Tenderer

.....

## **T2.2-11 Agreement in terms of Protection of Personal Information Act 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013"(POPIA"):  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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

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

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

**3. SOLE AGREEMENT**

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

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

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

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

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

.....

(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: \_\_\_\_\_

## T2.2-01: Record of Addenda to Tender Documents

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

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

## **T2.1 List of Returnable Documents**

### **2.1.1 Stage Two: Functionality: These schedules will be utilised for evaluation purposes:**

- T2.2-15 Compliance to Eligibility
- T2.2-16 Compliance to Technical Specification
- T2.2-17 Guarantees
- T2.2-18 Track Record
- T2.2-19 Delivery Lead Time
- T2.2-20 Supplier's Specifications
- T2.2-21 Paint and Thickness
- T2.2-22 Recomm Spares
- T2.2-23 Site Establishment
- T2.2-24 Fuel Tank capacity

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-02 Authority to submit tender CPM 2020 Rev 01
- T2.2-04 Compulsory Enterprise Questionnaire CPM 2020 Rev01
- T2.2-05 Capacity and Ability to meet Delivery Schedules
- T2.2-06 Letter of Good Standing
- T2.2-07 Risk Elements
- T2.2-08 Storage Capacity
- T2.2-09 Schedule of Proposed Sub-contractors
- T2.2-10 Record of Addenda

### **2.1.4 Agreement and Commitment by Tenderer:**

- T2.2-04 Compulsory Enterprise Questionnaire CPM 2020 Rev01
- T2.2-05 Non-Disclosure Agreement CPM 2020 Rev 02 ECC (1)
- T2.2-06 RFQ - Breach of Law CPM 2020 Rev 01
- T2.2-07 Supplier Code of Conduct CPM 2020 Rev 01
- T2.2-08 Supplier Integrity Pact CPM 2020 Rev 02
- T2.2-09 Storage Capacity (SC) CPM 2020 Rev 01
- T2.2-10 RFQ Declaration Form CPM 2020 Rev 01
- T2.2-11 Schedule of proposed Subcontractors CPM 2020 ECC Rev02
- T2.2-12 Certificate of Acquaintance CPM 2020 Rev 01
- T2.2-13 Agreement in terms of Protection of Personal Information Act (POPIA)



**2.1.5 Transnet Vendor Registration Form:**

N/A

**2.2 C1.1 SC3 Offer and Acceptance CPM 2020 Rev 01**

**2.3 C1.2a SC3 Contract Data by Purchaser CPM 2020 Rev 02**

**2.4 C1.2b SC3 Data by Supplier CPM 2020 Rev 01**

**2.5. C2 SC3 Pricing Data CPM 2020 Rev 01**

**2.5 C3.1 SC3 Purchasers Goods Information CPM 2020 Rev 01**



## T2.2-02: 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



## T2.2-03: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and future capacity to carry out the work as detailed in the Goods Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on
- The work as covered in this Goods Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### Index of documentation attached to this schedule:

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

## T2.2-04 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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<sup>1</sup>“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

**SBD 4**

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

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
\_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
\_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

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

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

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

\_\_\_\_\_

- Name of state institution at which you or the person connected to the bidder is employed:

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



**SBD 4**

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

**YES / NO**

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

**YES / NO**

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

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

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2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.8.2 If so, furnish particulars.

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**SBD 4**

TPT/2024/02/0023/57735/RFQ

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.9.1 If so, furnish particulars.

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2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.10.1 If so, furnish particulars:

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**SBD 4**

**4 DECLARATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**SECTION 7: SPECIFIC GOALS 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 of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated 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.
  - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b> B-BBEE Level of contributor (1 & 2) = 5 30% Black women Owned Entities = 5 50% Black Youth Owned Entities = 5 Entities Owned by People with Disability (PWD) = 5	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-

Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the 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"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a 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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 & 2)	5
30% Black women Owned Entities	5
50% Black Youth Owned Entities	5
Entities Owned by People with Disability (PWD)	5
Non-compliant contributor	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned,	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

<p>51% Black Youth and 51% Black people with disabilities</p> <p>II. Entities with a specified minimum B-BBEE level (1 and 2)</p> <p>III. EMEs and/or QSEs who are 51% black-owned</p>	
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity</p>

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a>.]</p>
<b>EME<sup>4</sup></b>	<p>Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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

## 5. **BID DECLARATION**



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

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

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 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	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME √</b>	<b>QSE √</b>
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		
<b>OR</b>		
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 service provider
  - Other 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-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) 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: .....

ADDRESS .....

.....

**SECTION 8****PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 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. Transnet will process all information by the Respondent 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.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet 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 this RFQ (physically, through a computer or any other form of electronic communication).

Type text here  
Type text here

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Respondent's Signature

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Date & Company Stamp

- 9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>	
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<b>NO</b>	
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- 12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted.
- 13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: \_\_\_\_\_

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent 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

Type text here

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

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

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

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

4.2.1	If so, furnish particulars: TPT/2024/02/0023/57735/RFQ		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

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(Quote Number and Description)

in response to the invitation for the quote made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

Type text here



## **T2.2-05 NON-DISCLOSURE AGREEMENT**

**[..... 2020]**





**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	_____		



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## T2.2-06: REQUEST FOR QUOTATION – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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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

## T2.2-07: 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

## **T2.2-08 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

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



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

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

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

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

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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





Transnet Port Terminals

Tender Number: TPT/2024/02/0023/57735/RFQ

Description of the Works: For the Manufacture, Supply, Delivery and Commissioning of Mobile Diesel Bowser for the Cape Town Port Terminals as a Once Off

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Signature .....

Date .....

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## T2.2-09: Storage Capacity

### Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Purchaser's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

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

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**T2.2-10: 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 T2.2-10 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

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

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

## T2.2-16: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work



<b>% Black Owned</b>	<b>EME</b>	<b>QSE</b>	<b>Youth</b>	<b>Women</b>	<b>Disabilities</b>	<b>Rural/ Underdeveloped areas/ Townships</b>	<b>Military Veterans</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



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## T2.2-12 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

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

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SIGNATURE OF TENDERER

## **T2.2-13 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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



<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

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 \_\_\_\_\_ 2021

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: \_\_\_\_\_



# C1.1 Form of Offer & Acceptance

## Offer

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

### Title of the Contract

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness

Date

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



Transnet Port Terminals  
 Contract Number: TPT/2024/02/0023/57735/RFQ  
 Contract Title: For the Manufacture, Supply, Delivery and Commissioning of Mobile Diesel Bowser for the Cape Town a Once Off

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the tenderer's Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* 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 *Purchaser* 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: Goods Information including Supply Requirements

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 *Purchaser* 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 *Purchaser's Supply Manager* (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 *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* 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  
 Purchaser**

*(Insert name and address of organisation)*

Name &  
 signature of  
 witness

Date



Transnet Port Terminals

Contract Number: TPT/2024/02/0023/57735/RFQ

Contract Title: For the Manufacture, Supply, Delivery and Commissioning of Mobile Diesel Bowser for the Cape Town a Once Off

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the tenderer:**

**For the Purchaser**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

*Transnet SOC Ltd* \_\_\_\_\_

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_





## C1.2 SC Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X17: Low performance damages</b> <b>X20: Key Performance Indicators</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):  Address	<b>Transnet Port Terminals – Cape Town container cape town (Western cape)</b>  <b>1 Container Road, Foreshore, Cape Town container terminal, Cape Town, 8000</b>
10.1	The <i>Supply Manager</i> is (name):  Address  Tel	<b>Nokuzola Magadla</b>  <b>1 Container Road, Foreshore CAPE TOWN, 8000</b>  <b>N/A</b>
11.2(13)	The <i>goods</i> are	<b>Manufacture, supply, delivery, testing and commissioning of mobile diesel bowser Transnet port terminals, Cape Town Container Terminal</b>
11.2(13)	The <i>services</i> are	<b>Supply and deliver of the goods</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Late delivery</b>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Supply and all documents</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>



2	<b>The <i>Supplier's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>	
3	<b>Time</b>		
30.1	The <i>starting date</i> is.	<b>To Be Advised</b>	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b><i>goods and services</i></b>	<b><i>delivery date</i></b>
		<b>manufacture, supply, delivery, testing and commissioning of mobile diesel bowser Transnet port terminals, Cape Town Container Terminal</b>	<b>once off supply.</b>
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks.</b>	
4	<b>Testing and defects</b>		
42	The <i>defects date</i> is	<b>Four (4) weeks after Delivery.</b>	
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</b>	
42.2	The <i>defects access period</i> is	<b>Five (5) working days</b>	
5	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly	<b>On the 20th of each month of each successive month.</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>	
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</b>	
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Rand Merchant Bank of South Africa.</b>	
6	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
7	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
8	<b>Risks, liabilities, indemnities and insurance</b>		



80.1	These are additional <i>Purchaser's</i> risks	<b>Nothing</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity is	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2. Insurance against	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity is	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
84.1	The <i>Supplier</i> provides these additional insurances	
	1. Insurance against	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity is	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract for any one event is:	<b>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of</b>



	injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>Total of the Prices</b>
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<b>Total of the Prices</b>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices</b>
88.5	The <i>end of liability date</i> is	<b>One (1) year after Delivery of the whole of the goods and services.</b>

## **9 Termination and dispute resolution**

94.1	The <i>Adjudicator</i> is	<b>The person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.</b>
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of The Association of Arbitrators (Southern Africa)</b>
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).</b>
94.4(5)	The place where arbitration is to be held is	<b>Cape Town, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	

## **10 Data for Option clauses**

### **X1 Price adjustment for inflation**

X1.1	The <i>base date</i> for indices is	<b>One Month before Tender Closing</b>
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The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
	<b>0.10</b>	<b>Labour (People) SEIFSA – Table C3</b>	<b>The SEIFSA Labour Indices: Table C-3</b>
	<b>0.10</b>	<b>Plant (Equipment)</b>	<b>The “Plant and Equipment” index in P-2 (Mining and construction plant and equipment price index) of the SEIFSA latest table of indices</b>
	<b>0.15</b>	<b>Material (Civil) SEIFSA – Table E-EX</b>	<b>The “Civil Engineering Material - Total” index in Table 6 (Civil engineering material price indices) of the SEIFSA table G-3</b>
	<b>0.60</b>	<b>Material (Mechanical)</b>	<b>The Electrical motor indices SEIFSA table J4 and ruling price of electrical cable manufacturing material table N</b>
	<b>0.05</b>	<b>Fuel</b>	<b>The SEIFSA petroleum product index table L-2</b>
	<b>1.00</b>		
	<b>0.15 non-adjustable</b>		

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**X2 Changes in the law**

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X2.1 A change in the law of **is a compensation event if it occurs after the Contract Date**

**X7 Delay damages**

X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
		<b>Mobile Diesel bowser</b>	

**X20 Key Performance Indicators (not used when Option X12 applies)**

X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Annexure [•] to this Contract Data</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>20<sup>th</sup> of Each month</b>

**Z The additional conditions of contract are**

**Z3 Additional clause relating to Performance Bonds and/or Guarantees**

Z3.1 The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Purchaser* by a financial institution reasonably acceptable to the *Purchaser*.

**Z4 Additional clauses relating to Joint Venture**



Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Supplier* is a joint venture, the *Supplier* shall provide the *Purchaser* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

A brief description of the Contract and the Deliverables;

The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;

The constituent's interests;

A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

of their joint and several liabilities to the *Purchaser* to Provide the *Goods*;

identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Supplier's* representative;

Identification of the roles and responsibilities of the constituents to provide the *Goods*.

Financial requirements for the Joint Venture:

the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

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

Z4.2

Insert additional core clause 27.6

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

## **Z5 Additional obligations in respect of Termination**



Z5.1		<p>The following will be included under core clause 91.1:          In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z5.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z6</b>	<b>Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA</b>	
Z6.1		<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</p> <p>Secret – this clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</p> <p>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</p>
<b>Z7</b>	<b>Additional Clause Relating to Collusion and/or Tender Rigging</b>	





TRANSNET PORT TERMINALS

CONTRACT NUMBER: TPT/2024/02/0023/57735/RFQ

CONTRACT TITLE: SUPPLY OF MOBILE DIESEL BOWSER FOR THE CAPE TOWN PORT TERMINALS AS A ONCE OFF

Z7.1

The contract award is made without prejudice to any rights the *Purchaser* may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.

---

**Z8            Protection            of            Personal**  
**Information Act**

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Z8.1

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

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# C1.2 Contract Data

## Part two - Data provided by the *Supplier*

### Notes to a tendering supplier:

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

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	<b>R, (in words)</b>												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td></td> <td></td> </tr> <tr> <td><b>2</b></td> <td></td> <td></td> </tr> <tr> <td><b>3</b></td> <td></td> <td></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	<b>1</b>			<b>2</b>			<b>3</b>		
	<i>goods and services</i>	<i>delivery date</i>												
<b>1</b>														
<b>2</b>														
<b>3</b>														



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31.1 The programme identified in the Contract  
Data is contained in:

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63.2 The *percentage for overheads and profit*  
added to the Defined Cost is %



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## **PART C2: PRICING DATA**

### **NEC3 Supply Contract**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	



## C2.1 Pricing assumptions

### 1. The *conditions of contract*

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

Clause 11 in NEC3 Supply Contract, December 2009 (SC)(with amendments April 2013) core clauses states:

<b>Identified and defined terms</b>	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.  (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
<b>Assessing the amount due</b>	50.2	The amount due is <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,</li> <li>• plus other amounts to be paid to the <i>Supplier</i>,</li> <li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

#### 1.2. Function of the Price Schedule

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

#### 1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers



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necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

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

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

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

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

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

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

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

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

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

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

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



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## MANDATORY RETURNABLE DOCUMENT - PRICING SCHEDULE

<b>C2.2 the <i>price schedule</i></b>					
<b>Item no</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total Price</b>
1	The manufacture, supply and delivery of Mobile diesel bowser for Cape Town Container Terminal (CTCT) The unit shall be painted in RAL 3020(RED) as per the TPT specification.	Sum	1		
2	The training of maintenance personnel at CTCT.	Sum	1		
<b>OPTIONS</b>					
3	Provide a priced option for a full maintenance contract for 3 years, to service and maintain the Diesel bowser	lot			
	Provide a priced recommended maintenance(planned) spares list as recommended by OEM FOR Diesel bowser for the first three (3) years of operation. Prices of spare to be valid for one year	lot			
	Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.	lot			
<b>Total excluding VAT</b>					
<b>VAT at 15%</b>					
<b>Total including VAT</b>					



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## PART 3: GOODS INFORMATION

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C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	



## C3.1: PURCHASER’S GOODS INFORMATION

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## 1 Overview of the *goods and services*

### 1.1 Executive overview

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

The mobile diesel bowser should conform to the following specifications: 12000L capacity. Registered, roadworthy and micro dotted as required by Environmental protection and Transportation of Dangerous Goods Act. Diesel and flammable stickers must be included. Below are all the auxiliaries that need to be delivered with the new mobile bowser:

- 12000L Mobile Diesel Bowser
- Minimum required flow rate of pump at point of delivery: 180 litres/min
- The bowser will be towed by the terminal trucks (internal haulers)
- The bowser shall be fitted with a hydraulic driven fuel pump
- Mobile Diesel Bowser to fill up Rubber tyred Gantries (RTG)
- Mobile Diesel bowser shall be fitted with Fuel management system.

## 2 Specifications of the *goods and services*

- The manufacture, supply, delivery, testing and commissioning of Mobile Diesel Bowser.
- The equipment as made and supplied shall be complete in every respect, of modern design using most advanced technology extensively supported by reputable local companies and be designed and
- built to applicable recognised standards and good engineering practices. All electrical and mechanical Plant to be fitted shall have been type tested for reliability and extended lifetime in the conditions to be expected.
- The equipment shall be designed and constructed such that as many common components as possible are used on the equipment to enable the minimization of spares types and numbers. This must specifically be applied to drives, brakes, ropes, sheaves, electrical plant and components, bearings and wheels. All drives must be such that the same drive can be used in both left hand and right-hand applications.

## 2.1 Stage 1 Preparation

Develop a strategic brief which defines objectives, acceptance criteria and the *Purchaser's* priorities and aspirations:

## 2.2 Stage 2 Concept

Development of initial design which establishes the detailed brief, scope, scale, form and budget for the *goods* culminating in the Concept Report

## 2.3 Stage 3: Design development

Detailed development of approved concept to establish detailed form, character, function and cost plan (Design report)  
Review Design Report for conformity with general design intent and *Purchaser's* requirements. Sub headings given here may be useful as they pick up the cross references from the *conditions of contract*.

### 2.3.1 Procedure for submission and acceptance of *Supplier's* design

**This is a mandatory requirement of core clause 21.2** and must be addressed. Identify the extent of detail (the particulars) of the *Supplier's* design which is to be submitted to the *Supply Manager* for his acceptance. . State requirements for drawings to be prepared by the *Supplier*.

### 2.3.2 *Purchaser's* design

Clause 21.1 requires that the *Purchaser* states which parts of the *goods* he is to design. Complete as required or delete. Be careful not to duplicate what may already be covered in the *Purchaser's* operating philosophy / user requirement specification (URS) / performance specification described elsewhere in this Goods Information.

### 2.3.3 Other requirements of the *Supplier's* design

Use this section to describe any particulars which must be taken into account by the *Supplier* in his design; for example codification of the *goods*.

### 2.3.4 Use of *Supplier's* design



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First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

## 2.4 Stage 4: Production information

Final detailing, performance definition, specification, sizing and positioning of all systems and components enabling production of manufacturing and installation information.

## 2.5 Stage 5: Manufacture and installation Information:

Definition of the fabrication, manufacturing details and installation of all components. Review, for adherence to general design intent. Factory acceptance testing may be addressed in this stage, as well as preparation for supply to the *Purchaser's* premises. Also consider the provision of operating manuals & maintenance schedules.

### 2.5.1 Tests and inspections before Delivery

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. Specify any requirements here for any tests and inspections that are to be done by the *Supervisor* or Others before delivery to the Working Areas, particularly if such tests and inspections are to be carried out by agents of the *Purchaser* overseas.

### 2.5.2 Operating manuals and maintenance schedules

Use this heading to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods* when there is still financial incentive for the *Supplier* to do so.

## 2.6 Specification of the *services* to be provided

These services may include training of the *Purchaser's* staff in the use of the *goods*, supervision of installation of the *goods* on the *Purchaser's* property and post Delivery monitoring of the *goods* in use. Ensure that all items of service specified can be related to an item in the Price Schedule

# 3 Constraints on how the *Supplier* Provides the Goods and Services

## 3.1 Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term Delivery is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of "delivery" and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.



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Also consider whether you need to have specifications for replacement parts and spares, any requirements for storage before use, or even provision of routine and strategic spares.

Either list here what has to be done in order to constitute "Delivery", or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery.

### 3.2 Services & other things to be provided by the Purchaser or Supplier

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the services identified in the Contract Data. It would include temporary services and things needed to facilitate the supply.

### 3.3 Management meetings

The conditions of contract (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the complexity of the goods, it is probably beneficial for the Supply Manager to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

The following text could be used as a model for this section:

Meetings of a general nature may be convened and chaired by the Supply Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		Purchaser, Supplier, and _____

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the goods. Records of these meetings shall be submitted to the Supply Manager by the person convening the meeting within five days of the meeting.

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

### 3.4 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from SC who issues what to whom.

**NOTE: THE FOLLOWING THREE HEADINGS MAY ALREADY HAVE BEEN DEALT WITH IN SECTION 2 ABOVE. DELETE IF THAT IS SO.**

### 3.5 Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract.

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure \_\_\_\_\_ to this Goods Information].

### 3.6 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Supplier's* design of the *goods* if not already included in the *Purchaser's* URS.

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure \_\_\_\_\_ ]

### 3.7 Quality assurance requirements

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*. State whether ISO compliance is a condition and if so which ISO standard shall apply.

### 3.8 Programming constraints

Read clause 31.2 first then state what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Supplier* must take into account in his programme.

### 3.9 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

### 3.10 Insurance provided by the *Purchaser*

It is rare that purchasers provide insurance for suppliers, and when they do it may only be in regard to shipment. However, first read SC3 Core Clause 84.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed.

### 3.11 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

### 3.12 Provision of bonds and guarantees

If Options X4 or X13 apply the following text could be used..

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.



### **3.13 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier***

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

## **4 Procurement**

### **4.1 Subcontracting**

#### **4.1.1 Preferred subcontractors**

SC3 does not make use of nominated subcontracting, but the *Purchaser* may list which subcontractors or suppliers the *Supplier* is required to enter into subcontracts with. This is usually only required where plant and materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

#### **4.1.2 Limitations on subcontracting**

The *Purchaser* may require that the *Supplier* must subcontract certain specialised work, or that the *Supplier* shall not subcontract more than a specified proportion of the whole of the contract.

### **4.2 Plant and materials**

#### **4.2.1 Plant & materials provided “free issue” by the *Purchaser***

State arrangements for collection by *Supplier* or delivery by others on behalf of the *Purchaser*, off loading, inspection, storage, care custody and control, return of unused plant and materials, etc. State whether any samples are to be provided by the *Purchaser* and if so how, where and when. Always include a statement to the effect that ‘all other plant and materials are to be provided by the *Supplier*’.

#### **4.2.2 Spares and consumables**

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other feed stock and consumables which the *Purchaser* may need at or just after Delivery and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services.

### **4.3 Marking the goods if payment is made before supply**

Core clause 71.1 requires the Goods Information to state how the *Supplier* is to “mark” the *goods* if this contract identifies them for payment before they are brought within the Delivery Place.

## 5 Constraints at the Delivery Place

This part of the Goods Information addresses constraints, facilities, services and rules applicable to the *Supplier* whilst he is carrying out activities at the Delivery Place.

If the Supply Requirements are EXW (ex works) then this section may not be required.

If the Supply Requirements are in the F and C group, the *Purchaser* may need to state any constraints he is aware of whilst still making the *Supplier* liable for his obligations to place the *goods* within the Delivery Place.

If the Supply Requirements are in the D group, then this section needs to describe any constraints the *Purchaser* may have in regard to the *Supplier's* activities at the *Purchaser's* premises.

### 5.1 *Purchaser's* entry and security control, permits, and site regulations

Sites such as National Key Points have very strict entrance requirements which tenderers need to allow for in their prices, and the *Supplier* has to comply with. State these or similar requirements here if delivery is to be made to the *Purchaser's* property.

### 5.2 Equipment provided by the *Purchaser*

Provide details of equipment made available for use by the *Supplier* for delivery and set down purposes and set out conditions relating thereto.

### 5.3 Services and other facilities

This is a mandatory cross reference from clause 23.2 in SC3. State what the *Purchaser* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection, lighting etc. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Supplier* shall provide everything else necessary for Providing the Goods and Services.

Add a second part if the *Supplier* is required to provide anything.

### 5.4 Work to be done at the Delivery Place by the Delivery Date

**This is mandatory.** Core clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. In order to achieve the status of Delivery, the *Supplier* may be required to move the *goods* into a store allocated by the *Purchaser* for this purpose. Or set the *goods* on foundations prepared by others, and in rare cases even connect up the *goods* and set them to work



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### 5.5 Start-up procedures required to put the goods into operation

In order to put the goods into operation the Purchaser may require the Supplier to either do this for him or be in attendance whilst he does it, depending on who is the responsible person. State requirements of the Supplier here together with any special arrangements associated with operating plant and machinery.

### 5.6 Access given by the Purchaser for correction of Defects

Clause 43.2 requires that the Supply Manager arranges for the Purchaser to allow the Supplier access to and use of a part of the goods which has been Delivered if needed to correct a Defect. After the goods have been put into operation, the Purchaser may require the Supplier to undertake certain procedures before such access can be granted. Include these and any other constraints here.

### 5.7 Performance tests after Delivery

Some supply contracts may require the Supplier to demonstrate that the goods can operate as guaranteed by the Supplier (in Supplier's Goods Information) or specified by the Purchaser either here or elsewhere in this Goods Information. State here the procedures for carrying out such proving tests. These details should link up with any performance levels stated in Contract Data if Option X17 in SC3 applies.

## 6 List of drawings

### 6.1 Drawings issued by the Purchaser

This is the list of drawings issued by the Purchaser at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

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## **C3.2 SUPPLIER'S WORKS INFORMATION**

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services* being provided. It is most likely to be required when the tendering supplier has been asked for a proposal and after acceptance at award this proposal now needs to become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.

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