
Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO ARMoured VEHICLES
AT THE PORT OF RICHARDS BAY**

RFP NUMBER	: TNPA/2024/02/0012/58276/RFP
ISSUE DATE	: % JUNE 2024
COMPULSORY BRIEFING	: &+ JUNE 2024
CLOSING DATE	: % JULY 2024
CLOSING TIME	: 15h00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM THE CLOSING DATE

Contents

Number Heading

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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].

DESCRIPTION	Supply, Delivery and Commissioning of The Two Armoured Vehicles at the Port of Richards Bay
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Emfolozi Centre, Risk Boardroom, Ventura Road, Richards Bay, KwaZulu-Natal on the 27 June 2024, at 10:00am [10 O'clock] for a period of \pm 6 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>15:00 pm on 19 July 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

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

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

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any

information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

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



but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-12, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Goods Information
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Noxolo Mbhele
	E-mail	TNPATENDERENQUIRIESRB@TRANSNET.NET

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

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section T2:2</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section T2:5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

2. STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including Section 2 paragraphs, 2.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and schedule 	<i>Section C2.2</i>

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

Attendance register will also be used to confirm the attendance of the clarification meeting by the tenderer, should the certificate of attendance at tender clarification

meeting not attached on the tender document submitted to Transnet.

1. STEP THREE- Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender

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

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 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: TNPA/2024/02/0012/58276/RFP
- The Tender Description : Supply, Delivery and Commissioning of the Two Armoured Vehicles at the port of Richards Bay

Documents must be marked for the attention of:

Employer's Agent: Noxolo Mbhele

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

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

Time: **15:00** on the **19 July 2024**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice,

3. together with the tender;

4. Proof of registration on the Central Supplier Database;

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

C.3.11.

Minimum Threshold 70 points for Technical Criteria

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.

Evaluation Schedule – Returnable documents

The Tenderer shall submit the following documents for technical evaluation, the documents submitted shall satisfy the requirements stipulated on the evaluation criteria for each category.

The Tenderer shall tick either yes or no to indicate whether the document is submitted.

Note to tenderers: Tenderers are to submit returnable documents as specified in this evaluation schedule; any noncompliance to the evaluation schedule shall lead to a score of zero.

Returnable documents	Points	Yes
CVs of key personnel with detailed relevant experience, including professional registration and Qualification certificates	15	
Company experience in similar projects undertaken in the past 15 years (Completion/Reference letters)	40	
Technical specification, Supply Method statement and proposal and schedule	35	
Quality Management requirements	10	
Total	100	

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocatio	Maximum number of points
Management and CVs of Key persons			15
	Key personnel should include at least, amongst others includes the following personnel:		
	Supply Manager	10	
	Technical lead: Engineer/Technologist	5	
Company experience in specialised armoured vehicles	The tenderer shall submit at least 2 traceable references or completion letters of similar previous work done within the past 15 years. The work should include supplying, manufacturing, assembling and delivering high security ballistic vehicles, Armoured Vehicles and/or any similar army-related equipment and machinery.	40	40
Method statement and Schedule	Tenderers are to submit a method statement and Management Level Schedule (Level 2) with key dates that will be adopted to achieve project deliverables		35
	Methodology to be followed to execute all activities leading to the delivery and commissioning of the vehicles. The following activities shall be covered as a minimum; however, the supplier can outline their activities in relation to their proposed supply strategy. 1. Procure or manufacture and assembly of vehicles or components.	20	

	<ul style="list-style-type: none"> 2. Testing, pre-commissioning, 3. Final commissioning, 4. Delivery, and 5. Training. 		
	<p>Management Level Schedule (Level 2) with key dates: Logical sequence and timing of all activities and sequencing required to delivery and commission of the vehicles.</p> <ul style="list-style-type: none"> 1. Procure or manufacture and assembly of vehicles or components. 2. Testing, pre-commissioning, 3. Final commissioning, 4. Delivery, and 5. Training. 	15	
	<p>Tenderers are to submit armoured vehicles supply quality Management plan or requirements in line with the project deliverables.</p>		
Quality Management	<p>Quality Manual that contains the following ISO 9001:2015 QMS elements:</p> <p>Context of the organization Leadership Operations Performance evaluation Valid ISO 9001:2015 Certificate</p>	6	10
	<p>Provide Project Quality Plan for the contract contains requirements:</p> <p>Scope of works Control of documented information Externally provided processes, products, and services Audits</p>	4	



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

- **T2.2-02 Evaluation Schedule:** Management and CV's of Key persons
- **T2.2-03 Evaluation Schedule:** Company Experience
- **T2.2-04 Evaluation Schedule:** Method Statement
- **T2.2-05 Evaluation Schedule:** Quality Management

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

Only tenders who meet the required minimum threshold for functionality will be evaluated further in accordance with the 80/20 preference points systems :

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

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

C.3.12

Up to 100 minus W1 (score for financial offer) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit/ B-BBEE CIPC Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Status Level of Contributor (1 or 2)	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the

tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:

- a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or

overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

- g) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- h) has no legal capacity to enter into the contract;
- i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- j) does not comply with the legal requirements, if any, stated in the tender data; and
- k) is not able to perform the contract free of conflicts of interest.
- l) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T2.1 List of Returnable Documents

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

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

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

T2.2-02 **Evaluation Schedule:** Project Organogram, Management & CV's of Key Persons

T2.2-03 **Evaluation Schedule:** Company Experience

T2.2-04 **Evaluation Schedule:** Schedule (Method Statement)

T2.2-05: **Evaluation Schedule:** Quality Management

2.1.3 Returnable Schedules:

General:

T2.2-06 Technical Performance

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)

T2.2-10 ANNEX G Compulsory Enterprise Questionnaire

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

Agreement and Commitment by Tenderer:

T2.2-11 Non-Disclosure Agreement

T2.2-12 RFP Declaration Form

T2.2-13 RFP – Breach of Law

T2.2-14 Certificate of Acquaintance with Tender Document

T2.2-15 Service Provider Integrity Pact

T2.2-16 Supplier Code of Conduct

T2.2.17 Agreement in terms of Protection of Personal Information

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Price Schedule

2.6 C3.1 Purchaser's Goods Information



T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....
 (Company Name/Member of Joint Venture)

Represented by:
 (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Emfolozi Centre, Risk Boardroom , chards Bay	
On (date)	27 June 2024	Starting time: 10:00

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name Signature

For and on Behalf of the Employers Agent. Date

T2.2-02: Evaluation Schedule: Project team experience and qualifications.

The Tender must demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.

Submit the following documents as a minimum with your tender document:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
 - Relevant experience.
 - The education, training, and skills of the assigned staff in the specific sector, field, subject, etc., which is directly linked to the scope of work (Proof of education and training must be attached). Copies of all qualifications must be certified by a Commissioner of Oaths).
 - a. Key personnel should include at least, amongst others but not limited to:
 - Supply Manager
 - Technical Lead: Mechanical Engineer/Technologist
 - b. Comprehensive CVs should be attached to this schedule. As a minimum, each CV should address the following but not limited to:
 - Personal particulars: Name and Surname as per the ID.
 - Name of current employer and position in enterprise
 - Outline of recent assignments/experience that has a bearing on the scope of work.
 - Attached proof of Qualifications (degrees, diplomas, grades of membership of professional societies, and professional registrations)
- CVs for personnel for all identified posts should include as a minimum but not limited to:
 - i. **Supply Manager**

The Supply Manager should have a minimum of either NQF 6 built environment technical qualification, supply chain management, and/or Project management qualifications. The Supply Manager shall have at least 5 years or more experience managing automobile-related manufacturing, fabrication, supply, or similar experience within the automobile industry.
 - ii. **Technical Lead: Engineer/Technologist**

Technical lead personnel should have a BEng/BSc/B-Tech Mechanical/Electrical/automotive engineering qualification and 5 years or more of experience within automotive manufacturing, supply and delivery or similar experience.

Technical Lead must be a professionally registered engineer or Technologist with ECSA or have a Government Certificate of Competency (GCC- Factories Engineer) certificate issued by the Chief Inspector from The Department of Employment and Labour (DoEL).

- *The Key personnel CV shall have all the information required to determine the score; if the Tenderer did not supply a CV or minimum qualification, the Tenderer will score a zero on the personnel proposed. Furthermore, if the Tenderer only submitted a CV showing experience without a minimum qualification or vice versa, the Tenderer will be scored a zero.*

List of project Persons assigned to the above disciplines

No.	Discipline		Name and Surname	CV attached (Yes/No)
(i)	Supply Manager	Key Person		
(ii)	Mechanical/Electrical/Automotive Engineer/Technologist	Key Person		

Note: CV's and profiles should show experience, background, and track record in similar types of projects



Attached submissions to this schedule:

.....

.....

.....

The table below will be used as guidelines for scoring/evaluating the management and CV's of key persons submitted by the Tenderer:

	Supply Manager	Mechanical Engineer/Technologist: Technical Lead
Points	10	5
Score 0	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
Score 40	Key personnel have relevant qualifications, either NQF 6 technical, supply chain management, and/or Project management qualifications, with experience of less than 5 years within the vehicle manufacturing and supply industry. CV submitted with relevant experience and proof of qualification attached.	Key personnel has relevant BEng/BSc/B-Tech Mechanical/Electrical/Automotive qualifications with experience from less than 5 years' experience within the vehicle assembling, manufacturing, and supply industry. The key person is not registered as a Professional Engineer or Technologist with ECSA or GCC (Factories Engineer) with DoEL. CV submitted with relevant experience and proof of qualification attached.

<p>Score 70</p>	<p>Key personnel have relevant qualifications, either NQF 6 technical, supply chain management, and/or Project management qualifications, with experience of at least 5 but less than 7 years' experience within the specialized manufacturing and supply industry.</p> <p>CV submitted with relevant experience and proof of qualification attached.</p>	<p>Key personnel have relevant BEng/ BSc/B-Tech Mechanical/Electrical/Automotive qualifications with experience of at least 5 but less than 7 years' experience within the vehicle manufacturing and supply industry.</p> <p>The key person is registered as a Professional Engineer or Technologist with ECSA or GCC (Factories Engineer) with DoEL.</p> <p>CV submitted with relevant experience and proof of qualification attached.</p>
<p>Score 90</p>	<p>Key personnel have relevant qualifications, either NQF 6 technical, supply chain management, and/or Project management qualifications, with experience of at least 7 but less than 9 years' experience within the vehicle manufacturing and the supply industry.</p> <p>CV submitted with relevant experience and proof of qualification attached.</p>	<p>Key personnel has relevant BSc/B-Tech Mechanical/Electrical/Automotive qualifications with experience of at least 7 but less than 9 years' experience within the vehicles manufacturing and supply industry.</p> <p>The key person is registered as a professional engineer or technologist with ECSA or GCC (factories engineer) with DoEL.</p> <p>CV submitted with relevant experience and proof of qualification attached.</p>
<p>Score 100</p>	<p>Key personnel have relevant qualifications, either NQF 6 technical, supply chain management, and/or project management qualifications, with 9 years or more experience within the vehicle manufacturing and supply industries.</p> <p>CV submitted with relevant experience and proof of qualification attached.</p>	<p>Key personnel has relevant BSc/B-Tech Mechanical/Electrical/Automotive qualifications with experience of 9 years or more within the vehicle manufacturing and supply industry. The key person is registered with ECSA as a Professional Engineer or Technologist or as GCC (Factories Engineer) with DoEL.</p> <p>CV submitted with relevant experience and proof of qualification attached.</p>



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

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-03: Evaluation Schedule: Company Experience in supplying armoured vehicles and equipment.

Note to tenderers:

Tenderers must demonstrate their overall experience performing similar supply scope over the last fifteen (15) years. They shall supply at least Two (2) sufficiently detailed reference or completion letters with contact details of their clients and also demonstrate their relevant experience with regards to similar works as detailed in the technical specification and goods information of this tender:

The tenderer's experience in the following but not limited,

- Supply and Delivery of armoured High security and Armoured equipment such as follows or similar,
 - Armoured or ballistic security vehicles,
 - Military mobile equipment such as armoured buses, ambulances, army riot response vehicles, etc.
 - Police force vehicles,
 - Metro municipalities' security response vehicles.

The Completion or reference letter shall highlight the following information as minimum requirements:

- Letter written on a Company letterhead.
- The project description: Scope of supply.
- Client Company name,
- Client contact details (email and telephone),
- Project value (Optional)
- The status of the project.
- Signature of the company representative and/or Client company stamp.

Submit a reference letter signed by the client confirming the work performed with a clear indication of the client's impression of the work performed. The letter should be on the client's letterhead.

The Tender shall provide the list of their clients in the table below and attach reference letters of such clients provided in the table below.

Supply and Delivery of Armoured vehicles or Similar ballistic vehicles/ army equipment.				
Project Description	Client name and contact details	Contract value (Optional)	Contract duration	Date of project completion

The table below indicates the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

Schedule	Submit at least two (2) traceable references or completion letters of similar previous work done within the past 15 years. The work should include supplying and delivering the Armoured vehicle, high security, or/and any military mobile machinery.
POINTS	40
Score 0	The Company did not submit an adequate reference or completion letters. The letter submitted does not meet the minimum information requirement required on the letter, i.e., the letter is not on the client letterhead, there is no client company stamp or signature, the scope is not aligned with this work, the impression or status of the project is not indicated.
Score 40	The company provided one (1) traceable reference or completion letter of similar work done within the past 15 years, with all the required minimum information on the letter.
Score 70	The company provided Two (2) traceable references or completion letters of similar work done within the past 15 years, with all the minimum information requirements required on the letter.
Score 90	The company provided Three (3) traceable references or completion letters of similar work done within the past 15 years, with all the minimum required information on the letter.
Score 100	The company provided Four (4) traceable references or completion letters of similar work done within the past 15 years, with all the minimum information requirements required on the letter.

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

Signed Date

Name Position

Tenderer

T2.2-04: Evaluation Schedule: Method Statement/Project execution approach

Note to tenderers: The tenderers shall demonstrate competency in supplying the proposed goods as per the project's technical specifications and work information.

- The tenderer is to submit a method statement outlining the methodology used to execute all activities leading to the delivery and commissioning of the vehicles. The following activities shall be covered as a minimum; however, more activities can be highlighted in line with suppliers' proposed supply strategy.
 - Procure or manufacture and assembly of vehicles or components.
 - Testing, pre-commissioning,
 - Final commissioning,
 - Delivery, and
 - Training.
- The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hard copy of Microsoft Project/Primavera or any other professional program that is compatible with Primavera/Microsoft Projects.
- The tenderer shall provide the proposed programme, at a minimum, showing the following but not limited to:
 - The Supplier shall submit a work activities schedule, activities sequences, and timelines. The Supplier shall indicate timelines for outsourcing where outsourcing (Sub-contracting) is applicable to deliver on the scope of services proposed.
 - Ability to execute the works in terms of the Employer's requirements and within the required timeframe, in a logical sequence, the order and timing of the works that will take place in order to provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Logical sequence and timing of all activities showing how the goods will be delivered within seven (7) months. The program shall include the following as minimum requirements; however, the supplier can propose feasible activity sequences and timelines in line with their proposed supplying strategy.
 - Procure or manufacture and assembly of vehicles or components.
 - Testing, pre-commissioning,
 - Final commissioning,
 - Delivery, and
 - Training.
- The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the method statement submitted by the Tenderer:

Method Statement that addresses all the aspects of the Scope of the supplier: 35 Points

Requirements	Type of Proof to be submitted	Score	Scoring Criteria		
Supply method statement- execution strategy			<table border="1"> <tr> <td data-bbox="1525 411 2022 467">Total Points</td> <td data-bbox="2022 411 2112 467">20</td> </tr> </table>	Total Points	20
Total Points	20				
Bidder to submit a method statement outlining the methodology used to execute all activities leading to the delivery and commissioning of the vehicles. The following activities shall be covered as a minimum; however, more activities can be highlighted in line with suppliers' proposed supply strategy.	Methodology report - which defines the major activities and interfaces between: <ol style="list-style-type: none"> 1. Procure or manufacture and assembly of vehicles or components. 2. Testing, pre-commissioning, 3. Final commissioning, 4. Delivery, and 5. Training. 	0%	No project methodology was submitted or only one major activity is covered in the method statement or Procurement or manufacturing, including assembly of the vehicle, is not stipulated in the methodology submitted.		
		40%	The methodology is submitted with at least (2) listed major activities. The covered activities include procurement or manufacturing of the vehicles and one other major activity.		
		70%	The methodology is submitted with at least (3) major activities. The covered activities include procurement or manufacturing of the vehicles, delivery and one other major activity.		
		90%	The methodology is submitted with at least four (4) major activities. The covered activities include procurement or manufacturing of the vehicles, testing or pre-commissioning, delivery and one other major activity.		

		100%	The methodology for all five (5) major activities has been submitted, and the supplier demonstrates competency in delivering the scope.
Supplier programme- Project execution Timelines			Total Points
			15
<p>Logical sequence and timing of all activities showing how the goods will be delivered within seven (7) months. The program shall include the following as minimum requirements; however, the supplier can propose feasible activity sequences and timelines in line with their proposed supplying strategy.</p>	<p>Project programme: Logical order and timing of all activities involved to execute the project:</p> <ol style="list-style-type: none"> 1. Procure or manufacture and assembly of vehicles or components. 2. Testing, pre-commissioning, 3. Final commissioning, 4. Delivery, and 5. Training. 	0%	<p>The tenderer has submitted no information to determine the exact duration of the project or The Tender only stated how long the project took without defining activities and their linkages or the total duration is greater than 12 months or Procurement or manufacturing, including assembly of the vehicle is not defined and linked accordingly.</p>
		40%	<p>The schedule indicates that the vehicle will be delivered in ≥ 11 months ≤ 12 months or Timelines for 2 activities involved are defined and linked accordingly. The covered activities include procurement or manufacturing of the vehicles and one other major activity.</p>

		70%	The schedule indicates that the vehicle will be delivered in ≥ 10 months < 11 months or Timelines for 3 activities involved are defined and linked accordingly. The covered activities include procurement or manufacturing of the vehicles and two other major activity.
		90%	The schedule indicates that the vehicle will be delivered in ≥ 8 months < 10 months or Timelines for 4 activities involved are defined and linked accordingly. The covered activities include procurement or manufacturing of the vehicles and three other major activity.
		100%	The schedule indicates that the vehicle will be delivered within ≥ 7 months ≤ 8 months and timelines for all activities involved are defined and linked accordingly.



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

Signed Date

Name Position

Tenderer

The table below indicate the method of scoring that will be followed to evaluate the quality management requirements submitted by the Tenderer:

	Quality Manual that is aligned to ISO 9001:2015 requirements	Project Quality Plan (PQP)
Schedule	Quality Manual that contains the following ISO 9001:2015 QMS elements: 1. Context of the organization 2. Leadership 3. Operations 4. Performance evaluation 5. Valid ISO 9001:2015 Certificate copy.	Provide Project Quality Plan for the contract contains requirements: 1. Scope of works 2. Control of documented information 3. Externally provided processes, products, and services 4. Audits
POINTS	6	4
Score 0	No submission	No submission OR QCP/s submitted do not cover the above work activities.
Score 40	The quality manual contains 1 of the 4 specified QMS clause elements.	One (1) of Four (4) requirements have been met
Score 70	The quality manual contains 2 of the 4 specified QMS clause elements.	Two (2) of Four (4) requirements have been met
Score 90	The quality manual contains 3 of the 4 specified QMS clause elements.	Three (3) of Four (4) requirements have been met
Score 100	The quality manual contains all 4 specified QMS clause elements and supplies valid ISO 9001:2015 Certificate.	Four (4) of Four (4) requirements have been met

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-06: Technical Performance: Compliance to technical specification.

Tenderers should sufficiently demonstrate that the technical performance of the vehicles complies with the minimum requirements specified in the technical specification document.

The vehicles shall match or exceed the Purchaser's technical specifications and supplier information. Tenderers must also submit photographs and/or pamphlets together with their tender documents of a similar vehicle as specified.

The tenderer must submit the following documents, but not limited to the following:

- People carrier armored vehicle technical performance filled evaluation sheet on table 1 and 2 attached, Proposed vehicle technical Datasheet, vehicle brand, Drawings, Photographs, and/or Pamphlet, including ballistic protection level and testing condition specifications.
- Security response armoured vehicle technical performance filled evaluation sheet on table 3 and 4, Proposed vehicle technical Datasheet, vehicle brand, Drawings, Photographs, and/or Pamphlet, including ballistic protection level and testing condition specifications.

Technical compliance against the technical specifications will be evaluated as per the attached **Annexure** Technical Compliance Evaluation Sheet.

T2.2-05A Vehicles considered similar to the technical specification of the employer.

Technical Compliance Requirement	RG12 MK4 PEOPLE CARRIER ARMORED VEHICLE	HARDENED ARMoured PATROL VEHICLE/ SECURITY QUICK RESPONSE/MOBILE PATROL ARMoured VEHICLE/paramount imbombe 6
BALLISTIC PROTECTION LEVEL	B7 protection or Level 3 protection level tested with a riffle 7.62*51-pointed gun at least 10m from the vehicle.	B7 protection or Level 3 protection level tested with a riffle 7.62*51-pointed gun or riffle at least 10m from the vehicle.
ENGINE CAPACITY:	4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication.	4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication.
SEATING CAPACITY	driver plus 11 seated passengers.	driver plus 3 seated passengers.
GROUND CLEARANCE	not less than 300mm	not less than 300mm
KILOMETER RANGE	600km to 800 Km on a full tank.	600km to 800 Km on a full tank.
WHEEL SIZE	335/80 R20 XZL or 365/80 R20 XZL	16.00R20.

TECHNICAL COMPLIANCE EVALUATION SHEET: ARMoured PEOPLE CARRIER VEHICLE.

The tenderer shall supply a vehicle meeting the following minimum specification to be considered for this request for proposal. However, a full vehicle specification shall be provided in table 2 below.

The tenderer will be evaluated on the proposed vehicle to be supplied after they have scored a minimum of 70 Points on the technical evaluation. If any of the requirements tabled in Table 1 are not met and the tenderer is not proposing a better specification to that of the employer, the tenderer will be disqualified on the basis of the product not meeting the employer specifications.

Table 1: Mandatory vehicle specification to be met by the tenderer.

Technical Compliance Requirement	Specification mandatory requirement	Yes	No	Comments (Bidder Proposed specification similar or better than employers' specification)
BALLISTIC PROTECTION LEVEL	B7 protection or Level 3 protection level tested with a riffle 7.62*51-pointed gun at least 10m from the vehicle.			
ENGINE CAPACITY:	4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication.			
SEATING CAPACITY	driver plus 11 seated passengers.			
GROUND CLEARANCE	not less than 338mm			
KILOMETER RANGE	600km to 800 Km on a full tank.			
WHEEL SIZE	335/80 R20 XZL or 365/80 R20 XZL			

Table 2: Additional vehicle specifications to be provided by the tenderer.

Requirements stipulated on Table 2 are not to be used by the employer to assess the technical compliance of the vehicle.

	Technical Compliance Requirement	Is it Compliant		Comments (Bidder Proposed specification similar or better than employers specification)
		Yes	No	
1	<u>RG12 MK4 PEOPLE CARRIER ARMORED VEHICLE OR SIMILAR VEHICLE BUILT</u>			
1.1	VEHICLE DIMENSION			
	When fully laden, the vehicle shall have a ground clearance of no less than 338 mm.			
	The width of the vehicle not exceeding 2,500 mm			
	The height of the vehicle does not exceed 2,820 mm.			
	The length of the vehicle does not exceed 6 200 mm.			
	The wheelbase height of the vehicle not exceeding 3,100 mm.			
1.2	VEHICLE MASS	Yes	No	
	The vehicle offered shall have a Manufacturer’s Gross Vehicle Mass (GVM) rating of no less than 13,000 kg.			
	Curb mass of not less than 11 000 Kg.			

	Technical Compliance Requirement	Is it Compliant	Comments (Bidder Proposed specification similar or better than employers specification)	
	Payload of not less than 2,000 Kg.			
1.3	SEATING CAPACITY			
	The vehicle can carry a driver plus 11 seated passengers.			
1.2	ENGINE			
	Power output of no less than 180 kW			
	A minimum six-cylinder 4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication is required.			
1.2	TRANSMISSION			
	5 speed automatic	Yes	No	
1.3	BRAKES	Yes	No	
	Foot Brake: ABS (anti-block system) drum-type dual-circuit pneumatic brakes, acting on the front and rear wheels.			
	Engine Brake: Low noise exhaust brake with permanently open throttle valve			

	Technical Compliance Requirement	Is it Compliant	Comments (Bidder Proposed specification similar or better than employers specification)	
	Parking Brake: Spring loaded, and air controlled without linkages, acting on rear wheels			
1.4	MOBILITY PERFORMANCE			
	Maximum speed of 100 km/h as minimum.			
	Road Range – 800 km			
1.5	ELECTRICAL SYSTEM			
	A voltage of 24 V or standard			
	Alternator – 3*200A or standard			
1.6	SUSPENSION	Yes	No	
	Springs – Semi-elliptic leaf Shock absorbers – Double-acting hydraulic			
1.7	STEERING SYSTEM			
	Power steering Type with Hydraulically assisted re-circulating ball			

	Technical Compliance Requirement	Is it Compliant	Comments (Bidder Proposed specification similar or better than employers specification)	
1.8	AXLES			
	Make – Axle Tech series 4 000 Type – Rigid with hub reduction			
1.9	ROAD WHEELS AND TYPES			
	Rim – 11,0*20 Tyres – 335/80 R20 XZL or 365/80 R20 XZL			
1.10	BALLISTIC PROTECTION PERFORMANCE	Yes	No	
	B7 Protection, Protection against most other high-caliber rifles (including armor-piercing bullets) tested with a riffle 7.62*51-pointed gun at least 10m from the vehicle. Or LEVEL 3 Protection level as per National Institution of Justice tested with a riffle 7.62*51 pointed a gun at least 10m from the vehicle.			
1.11	SERVICE AND MAINTENANCE PLAN			

	Technical Compliance Requirement	Is it Compliant	Comments (Bidder Proposed specification similar or better than employers specification)	
	The drivetrain warranty must be a minimum of 60 months/120 000km (not less than 60 months and not less than 120 000km, whichever one comes first).			
	Vehicle can be procured minimum of 90 000km or 5-year service plan, whichever comes first.			
1.12	COMPLIANCE TO QUALITY ASSURANCE			
	The complete armoured vehicle shall be fully homologated for South Africa and the vehicle shall be supplied with a SABS Letter of Authority if it is imported.			
	Manufacturer shall be registered with the RSA department of transport as a vehicle bodybuilder and importer vehicle bodies as per the SABS and department of transport.			
	Corrosion protection for marine environment on all exposed components of the vehicle.			
1.13	TRAINING PLAN			
	Training plan provided for employers operators.			

	Technical Compliance Requirement	Is it Compliant	Comments (Bidder Proposed specification similar or better than employers specification)	
1.14	ADDITIONAL FEATURES required	Yes	No	
	<ul style="list-style-type: none"> • Powerful air-conditioner (up to 14,3 Kw) • 1 * spare wheel • Front mounted, pneumatically operated scraper • Emergency alarm system • P.A. system • Roof-mounted area spotlight • Roof-mounted blue rotating/flashing beacon Auto fire extinguisher system • Improved Auxiliary Power Unit provides additional power for improved air-conditioning and ancillary equipment. • Improved ergonomics. • Improved power-to-weight ratio. 			

	Technical Compliance Requirement	Is it Compliant	Comments (Bidder Proposed specification similar or better than employers specification)	
	<ul style="list-style-type: none"> • Provision for Central Tyre Inflation Systems (CTIS) and Anti-Lock Braking System (ABS). • readily adaptable to carry the Mobile Adjustable Ramp System (MARS) to enhance its capability as a tactical rescue vehicle 			

TECHNICAL COMPLIANCE EVALUATION SHEET: ARMoured SECURITY RESPONSE VEHICLE

The tenderer shall supply a vehicle meeting the following minimum specifications to be considered for this request for proposal. However, a full vehicle specification shall be provided in Table 4 below including drawings or pamphlet describing the vehicle in details.

The tenderer will be evaluated on the proposed vehicle to be supplied after they have scored a minimum of 70 Points on the technical evaluation.

If any of the requirements tabled in Table 3 below are not met and tenderer is not proposing a better specification to that of the employer, the tenderer will be disqualified on the basis of the product not meeting the employer specifications.

Table 3: Mandatory vehicle specification to be met by the tenderer.

Technical Compliance Requirement	Specification mandatory requirement	Yes	No	Comments (Bidder Proposed specification similar or better than employers' specification)
BALLISTIC PROTECTION LEVEL	B7 protection or Level 3 protection level tested with a riffle 7.62*51-pointed gun or riffle at least 10m from the vehicle.			
ENGINE CAPACITY:	4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication.			
SEATING CAPACITY	driver plus 3 seated passengers.			
GROUND CLEARANCE	not less than 300mm			
KILOMETER RANGE	600km to 800 Km on a full tank.			
WHEEL SIZE	16.00R20.			

Table 4: Additional vehicle specifications to be provided by the tenderer.

Requirements stipulated on Table 4 are not to be used by the employer to assess the technical compliance of the vehicle.

	Technical Compliance Requirement	Is it Compliant		Comments (any deviations)
1	<u>HARDENED ARMoured PATROL VEHICLE/ SECURITY QUICK RESPONSE/MOBILE PATROL ARMoured VEHICLE OR SIMILAR VEHICLE BUIL</u>			
1.1	VEHICLE DIMENSION	Yes	No	
	The vehicle shall have a ground clearance of no less than 400 mm when fully laden.			
	Maximum Length of 6 000 mm			
	The width of the vehicle including side mirrors – 2 235 mm			
	The height of the vehicle does not exceed 2,190 mm.			
	The wheelbase height of the vehicle not exceeding 3 340 mm.			
1.2	VEHICLE MASS	Yes	No	
	The vehicle offered shall have a Manufacturer’s Gross Vehicle Mass (GVM) rating of no less than 13,000 kg.			
	Curb mass of not less than 11 000 Kg.			
	Payload of not less than 2,700 Kg.			

	Technical Compliance Requirement	Is it Compliant	Comments (any deviations)	
1.2	TRANSMISSION			
	5 speed automatic	Yes	No	
1.3	SEATING CAPACITY			
	The vehicle can carry a driver plus 3 seated passengers.			
1.2	ENGINE			
	Power output of no less than 300 kW at a minimum of 2,000 r/min			
	A minimum six-cylinder 4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication is required.			
1.3	BRAKES	Yes	No	
	Foot Brake: ABS (anti-block system) drum-type dual-circuit pneumatic brakes, acting on the front and rear wheels.			
	Engine Brake: Low noise exhaust brake with permanently open throttle valve			

	Technical Compliance Requirement	Is it Compliant	Comments (any deviations)	
	Parking Brake: Spring loaded, and air controlled without linkages, acting on rear wheels			
1.4	MOBILITY PERFORMANCE			
	Maximum speed of 110 km/h as minimum.			
	Road Range – 800 km			
1.5	ELECTRICAL SYSTEM			
	A voltage of 24 V or standard			
1.6	SUSPENSION	Yes	No	
	Springs – Semi-elliptic leaf Shock absorbers – Double-acting hydraulic			
1.7	STEERING SYSTEM			
	Power steering Type with Hydraulically assisted re-circulating ball			
1.8	AXLES			

	Technical Compliance Requirement	Is it Compliant	Comments (any deviations)	
	Make – Axle Tech series 4 000 Type – Rigid with hub reduction			
1.9	ROAD WHEELS AND TYPES			
	16.00 R20			
1.10	BALLISTIC PROTECTION PERFORMANCE	Yes	No	
	B7 Protection, Protection against most other high-caliber rifles (including armor-piercing bullets) tested with a rifle 7.62*51-pointed gun at least 10m from the vehicle. Or LEVEL 3 Protection level as per National Institution of Justice tested with a rifle 7.62*51 pointed a gun at least 10m from the vehicle.			
1.11	SERVICE AND MAINTENANCE PLAN			
	The drivetrain warranty must be a minimum of 60 months/120 000km (not less than 60 months and not less than 120 000km, whichever one comes first).			

	Technical Compliance Requirement	Is it Compliant	Comments (any deviations)	
	Vehicle can be procured minimum of 90 000km or 5-year service plan, whichever comes first.			
1.12	COMPLIANCE TO QUALITY ASSURANCE	Yes	No	
	The complete armoured vehicle shall be fully homologated for South Africa and the vehicle shall be supplied with a SABS Letter of Authority if it is imported.			
	The manufacturer shall be registered with the RSA Department of Transport as a vehicle bodybuilder and importer of vehicle bodies as per the SABS and Department of Transport.			
	Corrosion protection for marine environment on all exposed components of the vehicle.			
1.13	TRAINING PLAN			
	Training plan provided for employer's operators.			
1.14	ADDITIONAL FEATURES required	Yes	No	
	<ul style="list-style-type: none"> Run Flat Inserts (RFI) 			

	Technical Compliance Requirement	Is it Compliant	Comments (any deviations)	
	<ul style="list-style-type: none"> • Central Tyre Inflation System (CTIS) • Radios, Intercom Systems • Battlefield Management Systems • Winch • NATO Standard Tow Hitch • Public Address System • Fire Suppression System • Roof Hatch and Various Turrent Systems • CBRN protection kit • Vehicle Location and Tracking System • Add-on Protection Kit (Side Mirrors, Door Hinges, Windows) • Driver Assist Camera System • Add-on armour kits 			

	Technical Compliance Requirement	Is it Compliant	Comments (any deviations)	
	<ul style="list-style-type: none"> • Winterization Kit • Emergency alarm system 			



T2.2-07: Authority to submit a Tender

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

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



T2.2-08: Record of Addenda to Tender Documents

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

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

T2.2-09: 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:

- In terms of PPPFA Regulation 6 (5), 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.
- In terms of PPPFA Regulation 12 (3), 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 sub-contractors 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"/>	



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

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

T2.2-10: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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).

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; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE Status Level of Contributor (1 or 2)	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor 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"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit/ B-BBEE CIPC Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

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

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

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

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

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

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

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National

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

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

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

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

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



- organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of institution	State

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or

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

of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-11 NON-DISCLOSURE AGREEMENT

[2024]



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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



T2.2-12: 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 T2.2-14 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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



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



T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-15 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

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

4 INDEPENDENT TENDERING

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

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

11 GENERAL

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/02/0012/58276/RFP
DESCRIPTIONS OF SUPPLY: SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO
ARMOURED VEHICLES AT THE PORT OF RICHARDS BAY

Signature

Date

T2.2-16 : 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

T2.2-17 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 (...
....., 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 s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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



YES	
------------	--

NO	
-----------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 20

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd

(Operator)

Authorised signatory for and on behalf of (Pty) Ltd

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:

SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO ARMoured VEHICLES AT THE PORT OF RICHARDS BAY

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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



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



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

.....



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/02/0012/58276/RFP
DESCRIPTION OF SUPPLY: SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO
ARMoured VEHICLES AT THE PORT OF RICHARDS BAY

Date

.....

.....



C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2: Changes in the law X3: Multiple currencies X7: Delay damages X13: Performance bond X14: Advanced payment to the Supplier X17: Low performance damages Z: Additional conditions of contract
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name): Address	Transnet SOC Ltd (Reg no. 1990/000900/30) Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name): Address Tel	Zinhle Gumede Pioneer Centre, San Thom Road, Infrastructure Department 035 905 3791
11.2(13)	The <i>goods</i> are	Supply, Delivery and Commissioning of Two Armoured Vehicles in the Port of Richards Bay
11.2(13)	The <i>services</i> are	Training of Transnet Employees to operate the vehicles Post Delivery operational support.
11.2(14)	The following matters will be included in	Extension of Time



TRANSNET NATIONAL PORTS AUTHORITY
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 DESCRIPTION OF SUPPLY : SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO ARMoured
 VEHICLES AT THE PORT OF RICHARDS BAY

	the Risk Register	Long lead time for vehicles	
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two [2] weeks	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	12 August 2024	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 Two Armoured Vehicles	30 June 2025
		2 Training of TNPA personnel	30 September 2025
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.	Not Applicable	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two [2] weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two [2] weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	Fifty-two [52] weeks after Delivery.	
43.2	The <i>defect correction period</i> is	Four [4] weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	On the 25th of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.	
51.4	The <i>interest rate</i> is	The prime lending rate of the First National (RMB) Bank of South Africa.	
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.	



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 DESCRIPTION OF SUPPLY : SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO ARMoured
 VEHICLES AT THE PORT OF RICHARDS BAY

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<p>1. Vehicles being imported attracting currency exchange</p> <p>2. Safe keeping of the vehicle after the delivery the Manufacturing workshop for modifications</p>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	<p>Where the contract requires that the design of any part of the goods and services shall be provided by the Supplier, the Supplier shall satisfy the Purchaser that professional indemnity insurance cover in connection therewith has been affected.</p> <p>Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the goods and services at premises other than the site, the Supplier shall satisfy the Purchaser that such plant & materials, components or other goods for incorporation in the goods and services are adequately insured during manufacture and/or fabrication and transportation to the site.</p> <p>Should the Purchaser have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Supplier's policies of insurance as well as those of any sub-contractor</p> <p>Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of</p>



		Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 7 000 000 for each vehicle.
84.1	The <i>Purchaser</i> provides these additional insurances	The Service Provider shall make provision for delivery related insurance in case of any damages or loss of vehicle while in transit to the Port of Richards Bay.
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	As per Transnet Insurance certificate
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act. The value shall be determined by the service provider in relation to the identified risk exposure of death and injuries relating to this scope of service.
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	Total of the price
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	Total of the Prices
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)



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88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices	
88.5	The <i>end of liability date</i> is	3 years after Delivery of the whole of the goods or for the duration of the provided vehicle warrant. Whatever greater between 3 years and provided warranty shall apply.	
9	Termination and dispute resolution		
94.1	The <i>Adjudicator</i> is (Name)	To be nominated by the Chairman of The Association of Arbitrators (Southern Africa).	
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)	
94.4(2)	The <i>tribunal</i> is:	Arbitration	
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).	
94.4(5)	The place where arbitration is to be held is	Richards Bay, South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or	the Chairman for the time being or his	
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa).	
10	Data for Option clauses		
X2	Changes in the law		
X2.1	A change in the law of in relation to supply of armoured vehicles to non-army related services companies.	Is a compensation event if it occurs after the Contract Date	
X3	Multiple currencies		
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	The Supplier will be paid in Rands unless the main Supplier is the overseas based Supplier the follow currency and rate shall apply.	
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated		
	Items	Other currency	Total maximum payment in the currency
	Direct cost for Armoured Vehicles or parts thereof	US Dollar	50% of the Direct cost of item procured in



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US Dollar.

X3.1 The *exchange rates* are those published in **As per SARB publications at a time of transition**
The items will be paid in the other currency - to a valid SARB approved CFC account in South Africa.

X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Delivery of each Armoured Vehicle	R 5000.00
		Training of TNPA personnel	R1000.00

X13 Performance bond

X13.1 The amount of the performance bond is **10% of the total of the Prices at the Contract Date.**

X14.1 Advance payment to the *Supplier* **10% of contract value excluding VAT**

X14.2 **The advanced payment is made either within four weeks of the Contract Date or, if an advanced payment bond is required, within four weeks of the later of**

- the Contract Date and
- the date when the *Purchaser* receives the advanced payment bond.

The advanced payment bond is issued by a bank or insurer which the *Project Manager* has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is for the amount of the advanced payment which the *Supplier* has not repaid and is in the form set out in the Goods Information. Delay in making the advanced payment is a compensation event

X17 Low performance damages

X17.1	The amounts for low performance damages are:	amount	performance level
		R 5000.00	For 10 working Days delays on the agreed delay schedule after the second risk reduction intervention meeting.

Z The additional conditions of contract are



Z.1	Obligations in respect of Subcontracting (If applicable)
Z1.1	It will be a material term of this contract that the <i>Supplier</i> must subcontract a minimum of 30% of the value of the contract.
Z1.2	The <i>Supplier's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Supplier</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z1.3	The <i>Supplier</i> shall report to the <i>Purchaser</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z1.4	<p>Insert addition to Clause 26.2. The <i>Supplier</i> may not replace any sub-contractor without acceptance of the <i>Supply Manager</i>. The <i>Supply Manager</i> shall before acceptance of a replacement by the <i>Supplier</i> of any sub-contractor as detailed in the tender submission Returnable T2.2, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Supplier</i> and sub-contractor.</p>
Z1.5	<p>The <i>Supplier</i> shall provide to the <i>Purchaser</i>, upon receiving an instruction to do so, any documentation and/or evidence required by the <i>Purchaser</i>, which in the <i>Purchaser's</i> opinion would be necessary to verify whether the <i>Supplier</i> has maintained the subcontracting percentage.</p> <p>The <i>Supplier</i> shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.</p>
Z2	Local Production and Content Obligations (Not applicable)



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**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"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
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>
Z6	Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA	
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>
Z7	Additional Clause Relating to Collusion and/or Tender Rigging	
Z7.1		<p>The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.</p>

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

Clause	Statement	Data									
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.										
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:										
11.2(11)	The tendered total of the Prices is	R, (in words)									
11.2(12)	The <i>price schedule</i> is in:										
11.2(14)	The following matters will be included in the Risk Register	Foreign currency exchange implication									
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A									
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>1</td> <td>Two Armoured Vehicles</td> <td></td> </tr> <tr> <td>2</td> <td>Training of TNPA Personnel</td> <td></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	Two Armoured Vehicles		2	Training of TNPA Personnel	
	<i>goods and services</i>	<i>delivery date</i>									
1	Two Armoured Vehicles										
2	Training of TNPA Personnel										
31.1	The programme identified in the Contract Data is contained in:										

PART C2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	1-3
C2.2	The <i>price schedule</i>	3

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:

Identified and 11

defined terms 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 *price schedule* unless later changed in accordance with this contract.

Assessing the 50.2
amount due

The amount due is

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

1.2. Function of the Price Schedule

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

1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the 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 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.

- 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.
- 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.
- 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.
- 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.
- 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.

C2.2 The *price schedule*

Activity No	Activity Description	Unit	Qty	Rate (Rands)	Total (Rands)
A	Supply, Delivery, commission, and training of TNPA Personnel for two armoured vehicles, including import charges if required, as per the proposed supply strategy.				
A1	Supply and delivery of the 11(Passengers)+1(Driver) People Carrier armoured vehicles as per technical specification, including vehicle registration and delivery requirements.	Each	1		
A2	Supply and delivery of the 3(Passengers)+ 1(Driver) security response armoured vehicle as per technical specification, including vehicle registration and delivery requirements.	Each	1		
Sub Total A carried forward (Excl. VAT)					
B	Post Delivery				
B1	Training: Allow for a training course to train on-site at least three persons, as nominated by the end-user from his own operating personnel.	Each	3		
B2	Vehicle service and maintenance for 5 years from the date of vehicle registration.	Sum	1		
Sub Total A carried forward (Excl. VAT)					
Total Vat					
Gross Total					

TRANSNET NATIONAL PORT AUTHORITY
TENDER NUMBER: TNPA/2024/02/0012/58276/RFP
DESCRIPTION OF SUPPLY: PROVISION FOR TWO ARMoured VEHICLES FOR
THE PORT OF RICHARDS BAY



Total gross amount in words (Rands)	
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PART 3: GOODS INFORMATION

Document reference	Title: Provision of Two (2) Armoured Vehicles	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	2-34
C3.2	<i>Supplier's</i> Goods Information	35
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C3.1: PURCHASER’S GOODS INFORMATION

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1 Overview of the *goods and services*

1.1 Executive overview

The *Goods* that the *Supplier* is to perform is for the *supply, assembly, testing, commissioning, and delivery of two (2) Armoured vehicles* to the Port of Richards Bay Security Department. The *Supplier* to supply the following vehicles,

- One (1) personnel carrier vehicle:
- One (1) security response vehicle:

2 Specifications of the *goods and services*

Supply of two (2) Armoured vehicles for the Port of Richards Bay

Detailed specification of the Armoured vehicles is as attached in **Annexure A** of this Goods Information. The specification can also be used for the purposes of developing a pricing schedule.

2.1 Stage 1 Preparation

The *Purchaser's* objectives are to procure two (2) Armoured vehicles to meet the functional requirements of the Security Department:

- A new fully functional Armoured vehicles that will allow the Security Department team to respond to security threat within and outside the Port.
- Efficient and effective security operations
- Providing reliable and safe equipment for Security Department.

2.2 Stage 2 Concept

The Technical Specification for two (2) Armoured vehicles is attached in **Annexure A**.

The *Supplier* is required to include all components as per Section 4.2 of the Technical Specification into the design/configuration of the Armoured vehicles.

2.3 Stage 3: Design Development

- Technical Specifications as per Annexure A of this document should be used for the Supplier's design/configuration of two (2) Armoured vehicles.
- Development of the workshop or design drawing for the vehicles.



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

- Immediately after the effective start date of the contract, the Supplier shall commence with the design of the Armoured vehicles. During the design phase of the contract the Supplier is required to hold regular design or specification review meetings to confirm all Purchaser requirements and to obtain the Supply Manager's acceptance for all design concepts, design interfaces and specifications to ensure that quality is designed into the final product.
- Structural and component design shall be verified by the Supplier by using Finite Element Analysis models and tested material properties.
- The Supplier must prepare and submit by the dates as indicated on the Accepted Programme two copies of black line paper prints of the general arrangements, working drawings and schematics for acceptance by the Supply Manager. These drawings and schematics are to be submitted in a systematic manner, accompanied by an index sheet of all the completed and planned drawings and schematics.
- Drawings, which are submitted for acceptance by the Supply Manager, must bear the signature and designation of the Supplier's responsible Professional Engineer.
- General arrangement drawings must show the complete chassis layout arrangements with plan views, elevations, cross sections, location and sizes of members, erection details, services where applicable, etc.
- The Supplier's fabrication or assembly shop drawings and detailed drawings are not required for purpose of acceptance by the Supply Manager except when the Supply Manager specifically requests such drawings for acceptance or to assist the Engineer in the inspection of the structure at any stage.
-
- Notwithstanding any formal acceptance of drawings and schematics submitted by the Supplier, the sole responsibility for the adequacy of the design remains entirely with the Supplier.
- Time required for all the activities associated with the design of the equipment must be allowed for and indicated by the Supplier in the programme.



2.3.2 Purchaser's design

The *Purchaser* has supplied the technical requirements for the Armoured vehicles in **Annexure A**.

2.3.3 Other requirements of the *Supplier's* design

In addition to the standards, the goods to be purchased will comply with the following relevant Standards, Acts and Regulations as listed below:

- Occupational Health and Safety Act 85 of 1993.
- The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977).
- South African National Standards and Codes of Practice.
- IEC Standards and Recommendations.
- International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA.
- Local and international armoured vehicle ballistic compliance standards.
 - SANS 1658:2007 Ballistic resistance of body armour
 - Ballistic Resistance of Body Armor, NIJ Standard 0101.07
 - NIJ Standard 0101.06
 - NIJ Standard 0123.00
 - ISO 9001:2015 and OHSAS 18001: 2007.
- South African National Standards (SANS) etc.
- ISO Standards.
- National Port Act, 2005.
- Private Security Industry Regulation Act 56 of 2001
- National Road Traffic Act 93 of 1996.
- The local, provincial or S.A. Government laws in force at the time.
- The SI ("Le System International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.



Standard No.	Description
SANS 10400	The Application of the National Building Regulations
SANS 62	Steel pipes - Part 1 and 2
SANS 1658	Ballistic resistance of body armour
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles
SANS 10140	Identification Colour Marking
SANS 8501-3	Preparation of Steel Substrates Before Application of Paints and Related products
SANS 1109-1	Pipe Threads Where Pressure-Tight Joints are Made on the Threads

Specification No.	Description
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993



ISO 9001	Quality Management
ISO 9002	Model for Quality Assurance in Production, Installation and Servicing
ISO 14001	Environmental Management

2.3.4 Use of Supplier's design

The *Supplier* will grant the *Purchaser* a license to use the copyright in all design data presented to the *Purchaser* in relation to the *Goods* for any purpose in connection with the re-construction, refurbishment, repair, maintenance and extension of *Goods* with such license being capable of transfer to any third party without the consent of the *Supplier*

2.4 Stage 4: Production information

Refer to **Annexure A** the specification regarding the supply and delivery of two (2) Armoured vehicles.

2.5 Stage 5: Manufacture and installation Information:

The *Supplier* is to review the *Purchaser's Goods Information* in conjunction with the *Technical Specifications* provided in **Annexure A** to ensure the design of the goods being purchased are of the latest standards and technology available in the market.

The Supplier shall provide evidence that the Manufacturer/and *Supplier* of the Armoured vehicles has a proven track- record of manufacturing and supplying Armoured vehicles and shall demonstrate proof of previous satisfactory sales similar to those proposed for the approval by the *Supply Manager*.

The *Supplier* is responsible and accountable for the design and all alterations required in the specification issued by the *Purchaser* in order to ensure compliance with the latest technologies. *Purchaser's* Engineers shall approve any changes to the specification provided before the *Supplier* commences with the work.



2.5.1 Tests and inspections before Delivery

The *Supplier* must make provision for the *Purchaser* to inspect all goods at the *Supplier's* works prior to delivery. The *Supplier* must provide all necessary testing certificates at these factory inspections.

2.5.2 Operating manuals and maintenance schedules

Operating manuals and maintenance schedules shall be supplied for each component supplied under this contract.

The *Supplier* shall provide the following in both electronic (soft) and 2x hard copies.

- Manuals in an A4 hard covered, red, grease, and Waterproof binder, using 2 ring type binders. The manuals are well indexed and user-friendly and include a summarized Table of Contents.
- Drawing and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- All necessary information that may be required to update drawings and any other documentation. There must be no compensation for the provision of this data as this must be deemed included in the *Supplier's* Preliminary and General rates.
- The originals of all brochures must be issued to the Supply Manager. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number must be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all Sub-Suppliers must be provided.
- A typical example of what the binder/file(s) must be marked on the spine and the front cover is as follows:
 - Project Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - FBS No. and Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - Supplier Name



2.5.3 Operating manuals and maintenance schedules

The *Supplier* shall provide the following as part of the commissioning, hand over and post hand over support to the Client.

- a) Operating and Maintenance Manuals shall be provided by the *Supplier*.
- b) Armoured vehicles schematic As Built diagrams shall be framed behind glass and displayed on Armoured vehicles.
- c) A concept copy of the Operating Manual(s) shall be submitted to the *Purchaser*, at in line with the period stated in the contract data prior to the anticipated hand-over of the Armoured vehicles, for scrutiny and possible amendment.
- d) Operating and Maintenance Manuals shall consist of the following sections:
 - Descriptive Information
 - Armoured vehicles Data Comprising:
 - Manufacturer and Model
 - Manufactures Local Representative
 - Systems Operating Instructions: Complete instructions for all Armoured vehicles including:
 - Starting and Stopping Procedures
 - Inspection and Maintenance
 - Inspection Schedules and Checklist.
 - Servicing Schedules.
 - Routine Replacements, Adjustments and Calibrating.
 - Routine Cleaning, Painting and Protection.
 - Inspection and Maintenance Logs and Records to be kept
 - Reference Documents
 - Tender Specification & Drawing List
 - As built Record Drawings
 - Test Reports
 - Commissioning Reports
 - Manufacturers Data: This part of the Manual shall consist of manufacturer's data including:



- Descriptive Literature
- Catalogue Cuts, Brochures or Shop Drawings
- Dimensioned Drawings
- Materials of Construction
- Parts Designations
- Operating Characteristics
- Performance Tables and Charts
- Performance Curves
- Pressure, Temperature, and Speed Limitations
- Armoured vehicles Operating Instructions
 - Pre-start Checklist
 - Start-up Procedures
 - Inspection during Operation
 - Adjustment and Regulation
 - Testing
 - Detection of Malfunction
 - Precautions
- Inspection Instructions and Procedures
- Critical spares list
- Service Contracts
- Maintenance Instructions and Procedures
 - Schedule of Routine Maintenance.
 - Procedures.
 - Troubleshooting Chart.

2.6 Specification of the *services* to be provided

The *Supplier* shall allow in their tender prices for a training course, to train on site at least eight (8) persons, as nominated by the *User* (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

- The training shall be done on all installed systems. All consumables required for the training shall be provided by the Supplier and shall be priced for.
- During this period the personnel shall be made fully conversant with the operation of, and daily maintenance required for each system of the Armoured vehicles.



- The training shall be of such a standard that will enable the Client to carry out his own in-house training of other personnel.
- The Supplier shall supply the client with the full descriptive training course manual as part of the project handover.
- The training course shall be carried out in the language medium as chosen by the Client, however English is the preferred language.

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

3.1 Work to be done by the Delivery Date

The delivery will be certified as completion of the *Goods of Service*, and this will be achieved by:

- Supply and delivery of fully functional Armoured vehicles as per the specification attached in **Annexure A** of this *Goods Information*
- Supply of all the spare components for maintenance purposes
- The supply of roadworthy certificate for the Armoured vehicles
- Compliance certifications with all the ballistic requirements as regulated by the statutory bodies
- Skill transfer to the Operators of the Armoured vehicles in Transnet National Ports Authority, Port of Richards Bay.
- Provision of training to the security personnel
- Provision of all maintenance schedules
- Provision of approved spares lists
- All testing certifications i.e., Mechanical, Electronics, Piping and Hydraulics, Controls and all other fittings that completes functionality of the Armoured vehicles

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

The *Purchaser* will provide no additional services until delivery and handover of the Armoured vehicles in the Port of Richards.



3.3 Management meetings

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:
Overall Contract - Progress and feedback.	Twice a month i.e. Every second week	Pioneer Centre in the Port of Richards Bay/Virtual	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Kick off meeting	Within 2 weeks of signing of the contract	Pioneer Centre in the Port of Richards Bay/Virtual	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Project Risk Workshop	As and when required	Any other location as agreed by the two parties / Virtual	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Quality Inspections	Ad hoc	<i>Supplier's premises</i>	<i>Supply Manager, Supplier, Engineer, Contracts Manager,</i>



Risk Reduction meeting	As and when required	Pioneer Centre in the Port of Richards Bay/Virtual/Any other location as agreed by the two parties	<i>Supply Manager, Supplier, Engineer, Contracts Manager, Project Team, including Stakeholder's as may be deemed relevant</i>
Quality Audits	Monthly	<i>Supplier's premises</i>	<i>The person identified in the contract data as the quality manager</i>

Any other proposed meetings over and above what has been listed in the table above will be an agreement between the *Supply Manager* and the *Supplier*. The *Supply Manager* may request the *Supplier* to bring his *sub-Suppliers* to the progress meetings.

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.

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

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

The *Supplier's* documentation shall be issued to the *Supply Manager* under cover of the *Supplier's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Supplier's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of *Supplier* data submitted is dependent on the project procedure and content and shall be specified by the *Supply Manager*, upon the notified request of the *Supplier* i.e.:

- Both Adobe Acrobat (.pdf) and native files
- Only a native file
- Only a hard copy
- Only a .pdf file

The *Supplier* shall deliver both hard copies and electronic media copies (CD Rom) to the *Supply Manager* at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the

Documentation Register under cover of the *Supplier's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Supplier* shall note that documentation will be rejected if this requirement is not met. Acceptance of documentation by the *Supply Manager* will in no way relieve the *Supplier* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Goods*. This obligation rests solely with the *Supplier*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Supply Manager's* consolidated comments and document status marked on the *Supplier* Review Label, is



scanned and the hard copy shall be returned to the *Supplier* under cover of the *Supply Manager's* Transmittal Note for revision or re-submittal as instructed.

All revised data shall be submitted by the *Supplier* in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one. Electronic/Email communication to be copied to this address: TNPADocControlRCB@transnet.net.

The *Supplier* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation. Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The *Supplier* of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

The *Supplier* shall be responsible for the supply of all *Sub-Supplier / Contractor Manufacturer*, etc documentation and data related to their package of work and shall ensure that these *Sub-Suppliers* have the capability to supply the necessary documentation and data in the required time frame and quality as outlined in the specified standards prior to awarding sub-orders.



3.5 Health and safety risk management

Since no work will be executed at Transnet National Ports Authority premises, the *Supplier* will have to comply with their own Health and Safety Plans in accordance with the Occupational Health and Safety Act. However, during delivery of the goods at Transnet premises, the applicable Transnet National Ports Authority Health and Safety specification will be enforced. The *Supplier* must comply and is responsible for ensuring that all of its *Sub-Suppliers* comply with the relevant legislation(s) and statutory regulations for health and safety and the Transnet Health and Safety requirements. All COVID-19 regulations must be adhered to.

3.6 Environmental constraints and management

Since no work will be executed at Transnet National Ports Authority premises the *Supplier* will have to comply with their own Environmental Plans in accordance with the National Environmental Management Act (NEMA). However, during delivery of the goods at Transnet premises the applicable Transnet National Ports Authority EMP will be enforced.

3.7 Quality assurance requirements

The onus rests entirely on the *Supplier* to produce goods which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Supplier* must, at his own expense, institute a quality management system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the *Goods* at all times.

The *Supplier* will be required to attend a quality management kick-off meeting with the *Supply Manager* prior to manufacture.

The *Supplier's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Supply Manager*).

The *Supplier* shall submit his proposed Quality Control Plan (QCP) to the *Supply Manager* for approval. The *Supplier's* quality plan shall include or reference the quality plans of *sub-Suppliers*. No work shall commence until the QCP is to the *Supply Manager's* satisfaction.

Upon completion of the *Goods*, the *Supplier* shall submit a complete quality Data Book for each piece of equipment, comprising of the following as a minimum:



1.	Project Quality Plan
2.	Quality Control Plans (Factory & Site, approved & signed-off)
3.	Take Over Certificates (Final Handover)
4.	Release Certificates/Documents
5.	Punch List (Factory Release + Certificate of Compliance)
6.	Inspection Reports (Final for FAT/SAT)
7.	3 rd Party Certificates of Compliance
8.	Certificates of Conformity
9.	Data Sheets & Calculations (Verification of <i>Purchaser</i> Requirements)
10.	Drawings Register
11.	As Built/Redline Drawings including GA's, PFD & P&ID's
12.	Diagrams
13.	Site Tie-in Data (wheel loads, electrical connections, tie-down details, etc.)
14.	Controls and Instrumentation Interface Data, including Check Sheet of all safety limits
15.	Electronic programming data, including PLC programmes, programming details for drives, details of remote communication interfaces, etc.
16.	Procedures, Codes and Standards List
17.	Work Method Statements
18.	Weld Map + Welder Map + Weld Consumable Map
19.	Welding Procedures (WPS & PQR)
20.	Welder Qualifications
21.	NDE Map + NDE Results + NDE Consumables data
22.	NDE Technician Qualifications
23.	Material Map
24.	Material Certificates + Material Test Results (Base + Weld Material, steel wire ropes, etc.)



25.	Check Sheets
26.	Bolt Torque Register (Capturing grade and torque values for all bolts used on the structure)
27.	Calibration Certificates for Equipment (Including pressure gauges, anemometers, etc.)
28.	Tests Certificates (Reports and Results, including instrument calibration registers)
29.	Heat Treatment Documents
30.	Paint Application Records & DFT measurement results
31.	Equipment certificates (Including load cells, etc.)
32.	NCR's – Register and Signed off NCR's
33.	Concessions - Register and Signed off Concessions
34.	Engineering Queries (Including Field Queries)
35.	Engineering Certificate of Competence (Pr Eng)
36.	Early Warning & Compensation Events Register
37.	Record of Design Engineer's Inspection (Construction Regulation 9(2) F)
38.	Certificate of Compliance for Electrical Work (Electrical Regulation)
39.	Engineers Certificate of Design Compliance, signed by a competent professional person, certifying that the equipment is designed and built to the standards and class specified
40.	Engineers Certificate of Completion stating "structure" is "safe to use" (Construction Regulation 9(2) h)
41.	Load Testing Certificate of Compliance
42.	Quality Audit Schedule and Audit Reports
43.	Ballistic testing and compliance certificate including testing conditions

3.8 Programming constraints

The *Supplier* presents his first programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note



that PDF soft copy versions are not acceptable). Within fourteen(14) days of contract award , the *Supplier* submits his Level 4 Programme to the *Supply Manager* for acceptance, together with the associated *Goods* method statements and a supporting Basis of Schedule document.

3.8.1 The *Supplier's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of equipment and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to completion. Individual operations will be assigned a code, the *Supply Manager* will communicate this to the *Supplier*, post Contract Date. The *Supply Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline specialty level developed and maintained by the *Supplier* relating to all operations identified on the programme representing the daily activities by each discipline
- A narrative status report, which includes details status and performance of operations on Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

The *Supplier* shows on each revised programme he submits to the *Supply Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Supplier*.

The status report shall state the current percentage progress of each major piece of equipment as applies at that date. Each report shall state the actual completion date for those manufacturing activities completed in the last reported period shall advise the



anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress.

The *Supplier* shall also report his calculated overall completion percentage for each Subcontract at each report date.

3.9 Invoicing and payment

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 4720103177
- 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)

The invoice must contain all the supporting details.

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



Invoices submitted by post are addressed to:

Transnet National Ports Authority

PO Box 181

Richards Bay

3900

Invoices submitted by hand are presented to:

Transnet National Ports Authority

Bayvue Centre

Ventura Road

Port of Richards Bay

3900

All the invoices must be presented as an original.

3.10 Insurance provided by the *Purchaser*

The *Purchaser's* insurance is applicable to work undertaken on the site only, and the *Supplier* provides insurance for the *Goods* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

Any other Insurance provisions by the *Purchaser* over and above what has been stated in this document is contained in the Contract Data – Part 1.

3.11 Contract change management

No additional requirements will apply which is over and above NEC 3 Supply Contract Clause 60 series.

3.12 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) 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*

The *Supplier* keeps the following records available for the *Supply Manager* to inspect:

- Records of design Supplier location of work (if appropriate); and
- Records of Equipment used, and people employed outside the Working Areas (if applicable).



4 Procurement

4.1 Subcontracting

4.1.1 Preferred sub-Suppliers

It has to be noted that Transnet does not have any preferred sub-*Suppliers* it is the discretion of the *Supplier* to appoint any sub-*Supplier* that has the capacity and capabilities to deliver as per the *Goods Information* and in line with the *Purchaser's* technical specification. The *Supplier* shall submit his schedule of proposed sub-*Suppliers* for the acceptance of the *Supply Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-*Suppliers*, unless discussed with, and accepted by, the *Supply Manager*.

Sub-Supplier documentation, and assessment of *Sub-Supplier* tenders, it is not necessary for *Sub-Supplier* to be awarded on the basis of competitive tendering. The *Supplier* submits the proposed conditions of contract for each *Sub-Supplier* to the *Supply Manager* for acceptance.

Where the *Supplier* employs a *Sub-Supplier* who constructs or installs part of the Goods or who supplies equipment and Materials for incorporation into the Goods, which involves a *Sub-Supplier* operating on the Site and/or Working Areas, then the *Supplier* ensures that any such *Sub-Supplier* complies with all the Compliance legislations i.e. Environmental, Health and Safety. For any other work that will be carried out at Transnet premises, the *Supplier* and his *Sub-Supplier* will have to comply to the Transnet SHE specifications.

The *Supplier* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any *sub-Supplier* contracts.

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* must notify the *Supply Manager* of all inspections at his *sub-Supplier* at least 3 working days in advance of such inspections. The *Supplier* must ensure that his *sub-Suppliers* has the relevant quality management plans available at such inspections. The Engineer will give the *Supplier* 24-hour notice in writing of his intention to be present at the inspections.



4.1.2 Limitations on subcontracting

The *Supplier* may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the *Supplier*, unless the contract is sub-contracted to an EME that has the capability and ability to execute the subcontract.

4.2 Equipment and materials

4.2.1 Equipment & materials provided "free issue" by the *Purchaser*

The *Purchaser* will not provide any free issue; all equipment and Materials are to be provided by the *Supplier*.

4.2.2 Spares and consumables

The essential Spares to be provided by the *Supplier* upon delivery are listed as follows:

- Wheel Chock
- Cabin Fire Extinguisher

The *Supplier* provides a schedule of recommended spare parts which are not included above and not deemed essential. The recommended spare parts list should cover the anticipated requirement for a minimum of 12 months operation of the Armoured vehicles from hand-over. The following data is to be listed for each item:

- Part Description,
- Positional Assembly Indication,
- Part/Drawing Number,
- Quantity Used,
- Quantity Recommended,
- Delivery Time and Price,
- Vendor Details.

The *Supplier* provides the first fill of lubricants, and all lubricants must comply with the Original Equipment

Manufacturer's specifications and requirements. Wherever possible, lubricants that are already in use by Transnet National Ports Authority should be selected to minimize stock holding and inventory costs.



The *Supplier* will also provide all spare parts and consumables that may be required during commissioning of the equipment, including the performance test.

The *Supplier* must also provide guarantee of availability of consumable parts within 24 hours required for breakdown repairs during the Defect Period, the defect period is stated in the contract data.

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

The *Supplier* prepares and marks items of equipment and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and the Contract number. This unique mark must be agreed to by the *Supply Manager* and must be shown on all relevant fabrication and shop drawings.

In addition to the primary identification mark, all equipment and Materials shall also be marked with a secondary identification mark indicating its locality in the particular piece of equipment and must correspond with the identification of the particular component on all drawings. Equipment and Material outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The *Supplier* provides designated areas sealed off from the rest of the manufacturer's production run in which to store equipment and Material that complete and is awaiting delivery to site.

The *Supplier* delivers digital photographs to the *Engineer* as proof of marking and storage in designated areas.

The *Supplier* or his sub-*Supplier*, shall as far as practically possibly keep all equipment and Materials with a particular primary identification mark together in a designated work-in-progress area, separate from other equipment and Materials.



5 Constraints at the Delivery Place

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

Entry to the Port of Richards Bay is through security-controlled gates on the east and west boundaries only. All personnel entering and leaving the Port must have positive identification. All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

No identity cards will be issued until the *Supplier* has been appointed and the contract has been registered with Transnet National Ports Authority.

Temporary Access Permits, valid on the day of issue only, are obtainable for the TNPA Permit Office situated at the Truck Staging Area outside the west entrance to the Port of Richards Bay. The following items must be furnished with each application for a Temporary Access Permit:

- A letter on the Supplier's company letter head stating the applicant's full names, ID number, and reason for requesting the ID card and area in within the Port where the work will be carried out.
- Positive identification of the applicant (green bar-coded RSA ID or drivers' license)

Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port. All personnel entering the Port are subject to breathalyser tests. Only those persons whose test result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

5.2 Equipment provided by the *Purchaser*

The *Purchaser* will provide no equipment.

5.3 Services and other facilities

The *Purchaser* will provide no services or other facilities.

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

The *Supplier* shall unload the goods and move them to the designated area as shown by the *Supply Manager*.



On or before the Completion Date the *Supplier* shall have done everything required to provide the *Goods*, including testing and commissioning and the delivery of all required documentation. The *Supply Manager* cannot certify Completion until all the work required has been done and is also free of Defects, which would have, in his opinion, prevented the *Purchaser* from using the *Goods* and Others from doing their work. Completed equipment that are to be shipped fully assembled or in modules to site are to be inspected and commissioned or tested by the *Supplier* prior to leaving the *Supplier's* or his Sub-*Suppliers*.

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

In order for the Armoured vehicles to be operationalized, the *Supplier* should ensure that all compliance certificates to operate are furnished to the *Purchaser*.

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

The *Supplier* guarantees the *Goods* to be free from all latent defects.

The Defects Period commences from the date of hand-over of the completed and fully commissioned Goods the *Supplier* remains in attendance or is available on site within two hours of the notification of the defect or with reasonable notice by agreement of the *Supply Manager*, to attend to any defects in the *goods* that become manifest during this period.

All costs of remedial Work, including materials, services and labour, are for the *Supplier's* account.

The *Purchaser* will arrange access for the *Supplier* to site to rectify all defects as identified by the *Supply Manager*.

5.7 Performance tests after Delivery

The *Supplier* will have to be able to ensure that he is readily available for duration of 12 months upon delivery of *Goods*. This will be for the purpose of rectifying any other defects identified by the *Purchaser* during operation.



6 List of drawings

6.1 Drawings issued by the *Purchaser*

There are no drawings applicable for this scope of services from the *Purchaser*, all drawings to be issued by the *supplier* prior to assembly and delivery of the vehicles.



7 Annexures

Annexure A – Technical Specification of two armoured vehicles.



C3.2 SUPPLIER'S GOODS INFORMATION

The *Supplier* submits with his tender full technical drawings where applicable, details and specifications for all equipment and systems required for the works. These details shall include assembly of the vehicle, performance characteristics.



ANNEXURE A: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

PROJECT NAME: SUPPLY, DELIVERY, AND COMMISSIONING OF THE TWO ARMoured
VEHICLES AT THE PORT OF RICHARDS BAY

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1. SCOPE OF the Supplier.

The works that the Supplier is to perform involve the following and all works shall be done according to all applicable Acts, Standards and Regulations,

- Procurement of RG12 Mk4 People Carrier armoured vehicle or similar armoured vehicle built.
- Procurement of RG32M (mine hardened armoured patrol vehicle) or Mbombe 4 Security quick response and mobile patrol armoured vehicle or similar armoured vehicle built.
- Provision for training of Transnet armoured vehicles Operators, the Training will be done to ensure TNPA security personnel are able to operate these vehicles post commissioning and handover.

2. REFERENCE SPECIFICATIONS AND STANDARDS

2.1 The latest revision of any Specification referred to in this specification, shall be applicable.

2.2 In addition to the specifications, the Project will comply with the following relevant Acts and Regulations as listed below:

- 2.2.1 Occupational Health and Safety Act 85 of 1993.
- 2.2.2 The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977).
- 2.2.3 South African National Standards and Codes of Practice.
- 2.2.4 IEC Standards and Recommendations.
- 2.2.5 International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA; and
- 2.2.6 Local and International Armoured Vehicle Compliance Standards.
 - SANS 1658:2007 Ballistic resistance of body armour
 - Ballistic Resistance of Body Armor, NIJ Standard 0101.07
 - NIJ Standard 0101.06/04
 - NIJ Standard 0123.00
 - ISO 9001:2015 and OHSAS 18001: 2007.
- 2.2.7 South African National Standards (SANS) etc.
- 2.2.8 ISO Standards.

2.2.9 National Port Act, 2005.

2.2.10 Private Security Industry Regulation Act 56 of 2001

2.2.11 National Road Traffic Act 93 of 1996.

The local, provincial or S.A. Government laws in force at the time.

2.2.12 The SI ("Le System International d' Unites") – Metric System of Units shall apply.

Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

2.3 SOUTH AFRICAN NATIONAL STANDARDS

Standard No.	Description
SANS 10400	The Application of the National Building Regulations
SANS 1658: 2007 Sabs 1658:1996	Ballistic resistance of body armour
SANS 62	Steel pipes - Part 1 and 2
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles
SANS 10140	Identification Colour Marking
SANS 8501-3	Preparation of Steel Substrates Before Application of Paints and Related products
SANS 1109-1	Pipe Threads Where Pressure-Tight Joints are Made on the Threads

2.4 OTHER SPECIFICATIONS

Specification No.	Description
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993
ISO 9001	Quality Management
ISO 9002	Model for Quality Assurance in Production, Installation and Servicing
ISO 14001	Environmental Management

3. TECHNICAL REQUIREMENTS

3.1 WELDING

- Welding shall be carried out in accordance with the current edition of SANS 10044 where applicable.
- All welded filler or butt joints shall be free from porosity, cavities and entrapped slag.
- The joints in the weld run, where welding has been recommended, shall be as smooth as possible and shall show no pronounced hump or crater in the weld surface.
- The profile of the weld shall be uniform, of approximately equal leg length and free from overlap at the toe of the weld. Unless otherwise specified the surface shall be either flat or slightly convex in the case of fillet welds and with reinforcement of not more than 3mm in the case of butt welds. The weld face shall be uniform in appearance throughout its length.
- Filler metal electrodes shall be of an approved type for the material being used and shall be kept in a dry condition. All electrodes shall conform to the latest edition of SANS 2560.
- Only welders in possession of a valid approved competence certificate shall be employed. All certificates shall be sent to the *Supply Manager* for acceptance prior to commencement of any work on site.
- All welds must show proper fusion.
- The *Supplier* shall denote the type of quality control procedures (QCP) to be used for checking of weld quality in the QCP which shall be submitted to the *Supply Manager* for acceptance by the *Purchaser's* Engineers and Quality Manager.

3.2 GALVANIZING

- All fabricated mild steel sections, ducts, pipework, fixtures and fittings shall be hot dip zinc galvanised to comply with SANS 62, SANS 121 and SANS 1182 and shall be of minimum mean coating thickness 100µm.
- Items to be galvanised shall be entirely pre-fabricated and then dismantled in sections for galvanising. No cutting of threads or welding will be accepted after galvanising.
- Mild steel plate and sections shall be of good commercial quality, or higher grades, best suited for galvanising. The materials shall be free from slag or coarse laminations, fine fissures, and rolled-in impurities.
- Welding flux shall be chipped away and all welds wire brushed before galvanising.
- The surface to be galvanised shall be free from paint, oil, grease and similar impurities.

- All exposed surfaces including welds shall be thoroughly sand blasted prior to galvanising.
- The *Purchaser's* Engineer reserves the right to inspect all steel components before galvanising and shall have the right to reject or ask for remedial treatment of any material which is considered to be unsuitable. This applies particularly to welds.
- The *Supplier* shall denote the type of quality control procedures to be used for checking of galvanizing quality in the QCP which shall be submitted to the *Supply Manager* for acceptance by the *Purchaser's* Engineers and Quality Manager. A method statement for the process followed for galvanising shall also be submitted by the *Supplier* to the *Supply Manager* for acceptance.
- The hot dip galvanizing bath shall primarily contain molten zinc. The total of the other elements (as identified in ISO 752, EN 1179 or EN 13283, excluding tin and iron) in the molten zinc shall not exceed 1,5% by mass.
- The significant surface(s) of all the hot dip galvanized article(s), when first examined by normal or corrected vision from a distance of not less than 1 m, shall be free from nodules, blisters (i.e. raised areas without solid metal beneath), roughness and sharp points (if either can cause injury) and uncoated areas.
 - Flux residues shall not be permitted. Lumps and zinc ash shall not be permitted where they might affect the intended use of the hot dip galvanized article or its corrosion resistance requirement.
- Articles that fail visual inspection of the galvanising shall be renovated according to the criteria mentioned in SANS 121:2011.

3.3 PAINTING

- The paint color scheme shall comply fully with the SANS 10140 requirements.
- All steel surfaces that need to be painted shall be prepared as per SANS 8501-3 and SANS 10322.
- All exposed portions of hot water tanks, heat exchangers, cylinders, etc. shall be properly cleaned, primed and painted two coats of heat resistant paint.
- All other exposed metal parts such as pumps, belt guards, all piping, pipe lagging, fittings, dampers, fans, coils, motors, packaged units, control panels, steelwork, exposed ducts and lagging, expansion tanks, make-up tanks, cooling tower, unit shelters, etc. shall be cleaned, primed, undercoated and finished in a high-quality gloss paint of approved colour.

- All external Parts including vehicle haul exposed to the weather must be cleaned, primed and painted with two coats of epoxy paint or coastal weather resistance paint.
- The lagged surface of calorifiers, headers and pipes shall be primed, undercoated and finished in a high-quality gross of approved colour. Unlagged steam piping shall be painted with heat resistant paint.

3.4 VEHICLE BRANDING.

- Vehicles shall be white with Transnet security cars branding similar to the vehicle on figure 1 below, the Supplier shall submit a graphic design of the proposed vehicle branding in line with Transnet branding for approval prior to branding the vehicles.



Figure 1: Transnet security vehicles branding sample.

4. TECHNICAL SPECIFICATION

- All vehicles shall be accompanied by a valid compliance certificate and shall be tested and approved by the relevant authorities where required for use.
- The *Supplier* shall utilize suppliers who are able to provide service for all components in South Africa and who are able to provide spares on short notice.
- The main *Supplier* shall ensure that they limit the number of Sub-*Suppliers* and endeavour to procure equipment from a single supplier where possible to provide standardization and ease of maintenance.

4.1 PURCHASER’S TECHNICAL SPECIFICATION: PEOPLE CARRIER ARMoured VEHICLE OR SIMILAR ARMoured VEHICLE BUILT.

- The vehicle to be procured shall meet the following standards and specification.



Figure 2: People Carrier armoured vehicle or similar armoured vehicle built

- The Employer’s Technical specifications for the armoured vehicles are as follows.

Elements	Technical specifications
Dimensions	Length not exceeding 6 160 mm Width including side mirrors not more than 2 500 mm Height at least 2 814 mm Wheelbase height at least 3 063 mm

	Ground clearance at least 338 mm
Mass	<p>Curb at most 11 000 kg</p> <p>Payload at most 2 000 kg</p> <p>Gross Vehicle Mass (GVM) with 365/80 R20 Tyres not less than 13 000 kg</p>
Seating	Driver + 11 passengers
Performance	<p>Maximum speed - >100 km/h</p> <p>Range: 800 Km</p>
Electrical system	Voltage – 24 V or standard
Protection Levels	Ballistic level 3 protection vehicle tested with 7.62*51mm riffle.
Engine	<p>Power output of no less than 180 kW at a minimum of 2,000 r/min</p> <p>A minimum six-cylinder 4-stroke intercooler turbocharged diesel engine with direct injection and pressure lubrication is required.</p>
Transmission	Type – 5-speed automatic
Axles	<p>Make – Axle Tech series 4 000</p> <p>Type – Rigid with hub reduction</p>
Steering System	Type – Hydraulically assisted re-circulating ball
Suspension	<p>Springs – Semi-elliptic leaf</p> <p>Shock absorbers – Double-acting hydraulic</p>
Brakes	<p>Foot Brake: ABS (anti-block system) drum-type dual-circuit pneumatic brakes, acting on the front and rear wheels.</p> <p>Engine Brake: Low noise exhaust brake with permanently open throttle valve</p>

	Parking Brake: Spring loaded, and air controlled without linkages, acting on rear wheels
Road Wheels and Tyres	Rim – 11,0*20 Tyres – 335/80 R20 Michellin XZL or 365/80 R20 Michellin XZL
Additions	Powerful air-conditioner (up to 14,3 kW) 1 * spare wheel Front-mounted, pneumatically operated scraper Emergency alarm system P.A. system Roof-mounted area spotlight Roof-mounted blue rotating/flashing beacons Auto fire extinguisher system Improved Auxiliary Power Unit to provide additional power for improved air-conditioning and ancillary equipment. Provision for Central Tyre Inflation Systems (CTIS) and Anti-Lock Braking System (ABS).
Latest Model of vehicle chosen by a Manufacturer shall be registered with the RSA Department of Transport as a vehicle bodybuilder and importer vehicle bodies as per the SABS and Department of Transport.	
Corrosion protection for marine environment on all exposed components of the vehicle	
The vehicle shall be procured with a comprehensive 5-year service and maintenance plan.	

4.2 PURCHASER’S TECHNICAL SPECIFICATION: MINE HARDENED ARMoured PATROL VEHICLE/ MBOMBE SECURITY QUICK RESPONSE/ MOBILE PATROL ARMoured VEHICLE OR SIMILAR ARMoured PATROL VEHICLE BUILT.

- The vehicle to be procured shall meet the following standards and specification.



Figure 3 mine hardened armoured patrol vehicle/Security quick response/similar mobile security patrol armoured vehicle.

- The Employer’s Technical specifications for the armoured vehicles are as follows.

Elements	Technical specification
Dimensions	Length at least 6 000 mm Width including side mirrors of at least 2 235 mm Height of at least 2 190 mm Wheelbase height of at least 3 340 mm Ground clearance at most 430 mm Ditch crossing ability of at least 850 mm Step climbing ability of at least 500 mm Fording depth of Up to 900 mm without preparation
Mass	Curb at least 13 300 kg

	Payload at least 2 700 kg Combat Weight-GVM at most 16 000 kg
Seating	Driver plus 4 passengers minimum
Performance	Maximum speed of atleast 110km/h Road Range : 800 km
Electrical System	Voltage – 24 Vor standard
Protection Levels	Vehicle Ballistic level 3 protection tested with 7.62*51mm riffle
Engine	Turbo diesel 6 cylinder Intercooled Minimum power – 336 kW Minimum torque – 1 627 Nm Power to Weight Ratio – 24 kW/T @ 13 900 kg
Transmission	Automatic
Brakes	Pneumatic, disc, ABS standard
Tyres	16.00 R20
Additions	Run Flat Inserts (RFI) Central Tyre Inflation System (CTIS) Radios, Intercom Systems Battlefield Management Systems Winch NATO Standard Tow Hitch



	<ul style="list-style-type: none"> Public Address System Fire Suppression System Roof Hatch and Various Turrent Systems CBRN protection kit Vehicle Location and Tracking System Add-on Protection Kit (Side Mirrors, Door Hinges, Windows) Driver Assist Camera System Add-on armour kits Winterization Kit Emergency alarm system
<p>Latest Model of vehicle chosen by a Manufacturer shall be registered with the RSA Department of Transport as a vehicle bodybuilder and importer vehicle bodies as per the SABS and Department of Transport.</p>	
<p>Corrosion protection for marine environment on all exposed components of the vehicle.</p>	
<p>The vehicle shall be procured with a comprehensive 5-year service and maintenance plan.</p>	

5. SERVICE AND MAINTENANCE PLAN

- A service or maintenance plan is compulsory with the purchase of the vehicle and the bidder cannot separate the service plan or maintenance plan cost from the vehicle price offered, it will be evaluated as offered. Bidders are required to provide the details of the service plans as an addendum to the bid document.
- End user (TNPA) shall not enter into or be required to enter into any alternative agreements to activate the service or maintenance plans. Any parameters or conditions related to service and maintenance plans needs to be submitted as part of the tender.
- The service or maintenance plan needs to be activated on the date of the delivery of the vehicle with proof or confirmation provided to the end user department of the specified plan and the confirmation of the period/km for which it will be valid.
- Must be supplied with detailed maintenance plan with sufficient information to allow the owner to capture maintenance schedule in terms of inspections, servicing and replacement of parts, spares manual including technical data for each for each component information to be in English.
- Transnet require a comprehensive maintenance plan and bidders are requested to provide the pricing for the various service or maintenance plans they have available. (Vehicle can be procured minimum of 90 000km or 5-year service plan).

6. WARRANTEES/GUARANTEES

- The warrantee/guarantee must be valid in accordance with the manufacturing standards of the vehicle as stated by the vehicle manufacturer. Full details of the vehicle warranties/guaranties must be provided as part of the bid submission.
- The *Supplier* guarantees that the items supplied under the contract are new and unused.
- The insurance of items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the *Supplier*. Any damaged items because of manufacture or acquisition, transportation, storage and delivery must be replaced with new and unused items. Repair to damaged items will not be accepted.

- The drivetrain warranty must be a minimum 60 months/120 000km (not less than 60 months and not less than 120 000km whichever one comes first).

7. TRAINING

- Hand-over training or vehicle orientation is required when vehicles are delivered, especially for all specialized vehicles (Armoured Vehicles), 4x4 vehicles and heavy-duty vehicles and will include the training of individuals to operate a specific vehicle and all accessories thereto safely, economically and effectively. Hand-over training will have to be provided for all security personnel as identified by the end user department at the time of delivery of the vehicle at no additional cost to the *Purchaser*.
- The *Supplier* can make available pre-arranged group sessions for the introduction of new vehicle models.
- Any *Supplier* on the contract will need to train up any individual that is identified by the *Purchaser* as a trainer or driver instructor on the operation of any vehicle supplied on the contract at no additional cost to the *Purchaser*.
- A schedule of all operator and driver training and the cost thereof needs be submitted with the tender submission

8. MANUALS

- Vehicle manufacturers must provide an owner's manual and service schedule as a standard at no additional cost with all vehicles.
- Vehicle manufacturers must provide, upon request, and at a cost quoted by the manufacturers at the time of the request, copies of:
- The appropriate workshop manual, with all subsequent issues of amendments, service bulletins, etc.
- The relevant spare parts price list with all subsequent amendments
- The relevant lubrication chart in respect of each model offered.
- A schedule containing full details of the normal Pre-delivery Inspection/Pre-delivery Service per model.
- These documents are to be supplied in English and should be available in electronic and/or printed media.

9. TECHNICAL ASSISTANCE

End user to the contract may require clarity or technical assistance in terms of whether a certain item is covered by the warranty or not. Each bidder must submit the contact details of dedicated individuals to assist the end user in resolving such matters as an addendum to the bid document.

- The bidder will be required to submit the call centre number to be used by any *Purchaser* for any technical queries.
- All *Suppliers* will be required to provide an escalation process, in the event that the call centre and the dedicated individual fails to resolve any technical query within the required time frame.

10. SPARE PARTS

- Bidders must take note that should they be successful, they will be compelled to have vehicle components and genuine spare parts locally available for a period as determined by industry standards.

11. REQUIRED OPTIONAL EXTRAS AND FITMENTS

- Any additional extras and fitments offered by the *Supplier* will not be accepted and the *Supplier* shall bare cost of those extras that are not stipulated on this contract.

12. QUALITY MANAGEMENT WHERE VEHICLE CONVERSIONS IS APPLICABLE

- Conversions remains the responsibility of the *Supplier*. The *Purchaser* requires that all conversions must be done by manufacturer approved converters.
- The price needs to include both the base price of the vehicle as well as the cost for the conversion in one price. The total price will be used during the evaluation process.
- The Original Equipment Manufacturer (OEM) needs to have process in place to ensure that all conversions are in line with the required specifications.
- The *Purchaser* can refuse to take delivery of a vehicle should the conversion not be according to the specification. In such a case, *Purchaser* will write to the OEM to inform them of the reasons that delivery is not taken.

-
- All documentation that forms part of the complete vehicle delivery will need to be provided by the OEM/converter within 7 days prior to delivery of vehicle or as otherwise agreed to with the *Purchaser*.
 - The *Purchaser* shall not be responsible to take the vehicle to obtain a COF should the original COF expire during the delivery process of the vehicle.
 - The *Supplier* will need to ensure that the converter have the required E91 (NRW certificate of Roadworthiness) prior to the vehicle being sent for conversion.
 - A conversion will only be deemed to be a complete product (vehicle) once the vehicle is released on ENATIS, and the following valid and original documentation has been supplied to the *Purchaser*:
 - Body builders' certificate
 - Weigh bridge certificate, Mass Measuring Certificate (MMC)
 - Builders Certificate of Compliance from Body Builder in accordance with the National Road Traffic Act, act no 93 of 1996 as amended.
 - Road Worthy Certificate
 - Registration Certificate RCI or first registration document
 - National Regulator for compulsory Specifications (NRCS) (SABS) print out (E91) NRW certificate of Roadworthiness
 - Ballsistci testing certificate have been provided as per SANS code guidelines.
 - Quality control certificate/Quality control report. In the event of a conversion, the *Supplier* will ensure that the number of passengers is corrected on the ENATIS system as well as the vehicle description and colour.
 - In the event that the *Purchaser* requires the registration of a vehicle that was converted and where such registration requires the registration under a specific category, (a fuel tanker being registered for carrying dangerous goods), the *Supplier* shall ensure that the registration is done in the correct category.

- Bidders must indicate the delivery period for the base vehicle as well as the additional delivery period applicable in respect of the conversions. The indicated delivery periods may not be exceeded.
- All paperwork supplied to the *Purchaser* upon delivery of the vehicle, will need to correspond to the actual vehicle.
- Conversions, whether local or fully imported must carry a conversion warrantee, including accessories, design, structure, material and workmanship on material defects should not be less than the vehicle warrantee period. Any warrantee repairs must be done in the province where the vehicle is deployed. If any repairs are to be done outside of the borders of the province, the manufacture will carry the cost for the movement of the vehicle.
- Conversion repairs are to be done by the dealership in conjunction with the vehicle *Supplier* to ensure that the vehicles are repaired at the appropriate *Supplier*, such as the converter or other technical *Supplier*.
- The bidder needs to provide a quality control report or quality control certificate with regard to the workmanship on conversions.
- Road worthy certificates must be delivered with the roadworthy documents, irrespective of being converted or not as well as all requirements for the vehicle in terms of the Road Traffic Act, such as conspicuity or reflective tape, speed limit sticker, fire extinguisher, seating capacity indicators, emergency exit signs and all other applicable requirements for armoured vehicles.

13. SPECIFICATIONS AND DRAWINGS

- Specifications and drawings of requirements are attached as part of the bid document.
- Any deviation from the specifications in respect of vehicles specifications must be submitted to the *Purchaser* for prior written approval.
- Bidders are required to submit drawings of the vehicles indicating the weight distribution on the axles of the vehicle.
- 13.4 Specification sheets must be completed and submitted with the bid document



14. SPECIAL CONDITIONS RELATED TO VEHICLES ONWARDS

- The bidder will be required to submit the base price of the vehicle and the separate price for the vehicle’s additions.

TRANSNET RESERVE THE RIGHT TO ACCEPT OR REJECT THE USE OF ANY SUPPLIER EMPLOYED BY THE SUCCESSFUL TENDERER FOR ANY SPECIFIED WORK. TRANSNET WILL BE THE SOLE JUDGE OF THE ACCEPTABLE LIMITS FOR WORKMANSHIP, INSTALLATION, ETC. AND THE SUCCESSFUL TENDERER SHALL, AT NO ADDITIONAL COST TO TRANSNET, REPLACE ANY SUB-SUPPLIER FOR ANY SPECIFIED WORK SHOULD THE SUCCESSFUL TENDERER BE DIRECTED TO DO SO BY TRANSNET AT ANY TIME DURING THE DURATION OF THE CONTRACT.

ACCEPTANCE SIGNATURE OF TENDERER:

NAME OF AUTHORISED SIGNATORY:

DESIGNATION OF SIGNATORY:

DATE:

Annexure B: "How to" Guide For Bidders

“HOW TO” GUIDE FOR BIDDERS

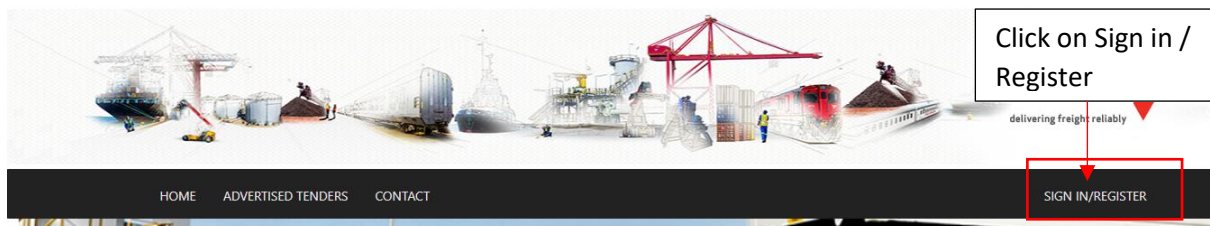
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

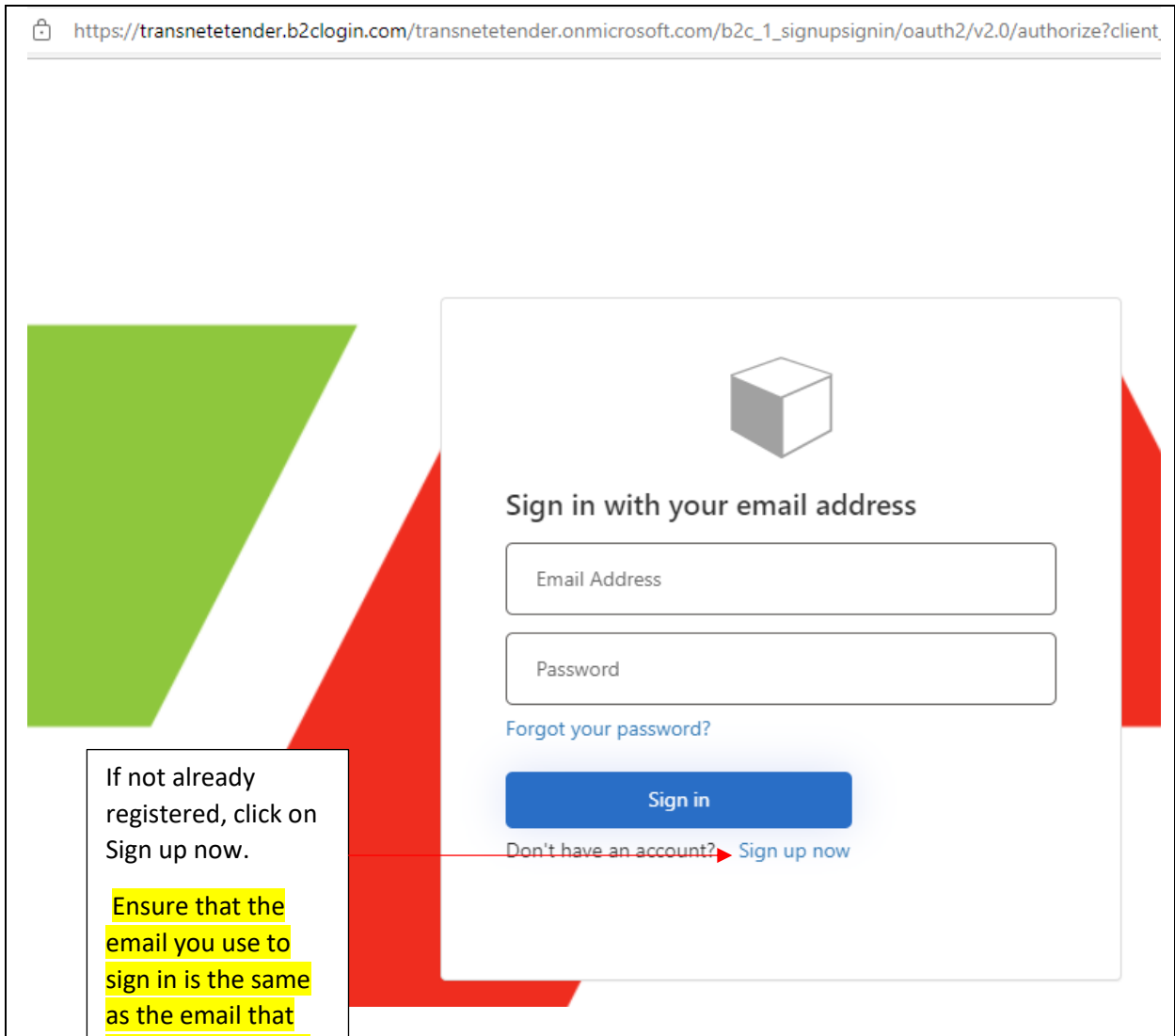
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsigin/oauth2/v2.0/authorize?client



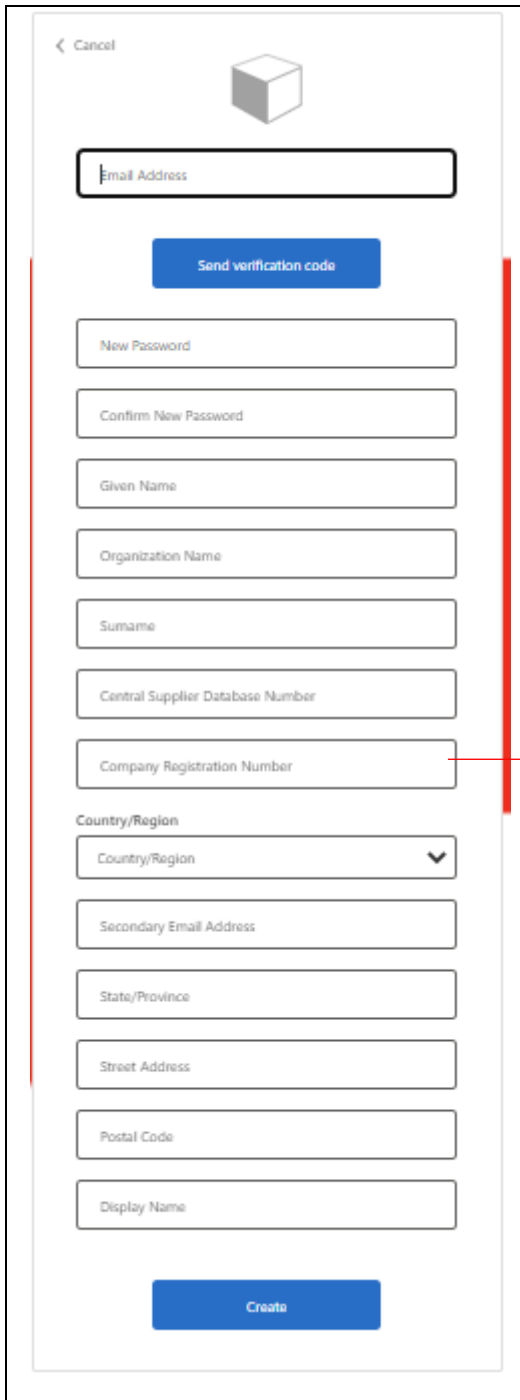
Sign in with your email address

[Forgot your password?](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender




The screenshot shows a mobile registration form with the following fields and buttons:

- Cancel (top left)
- 3D cube icon (top center)
- Email Address (text input)
- Send verification code (blue button)
- New Password (text input)
- Confirm New Password (text input)
- Given Name (text input)
- Organization Name (text input)
- Surname (text input)
- Central Supplier Database Number (text input)
- Company Registration Number (text input)
- Country/Region (dropdown menu)
- Secondary Email Address (text input)
- State/Province (text input)
- Street Address (text input)
- Postal Code (text input)
- Display Name (text input)
- Create (blue button)

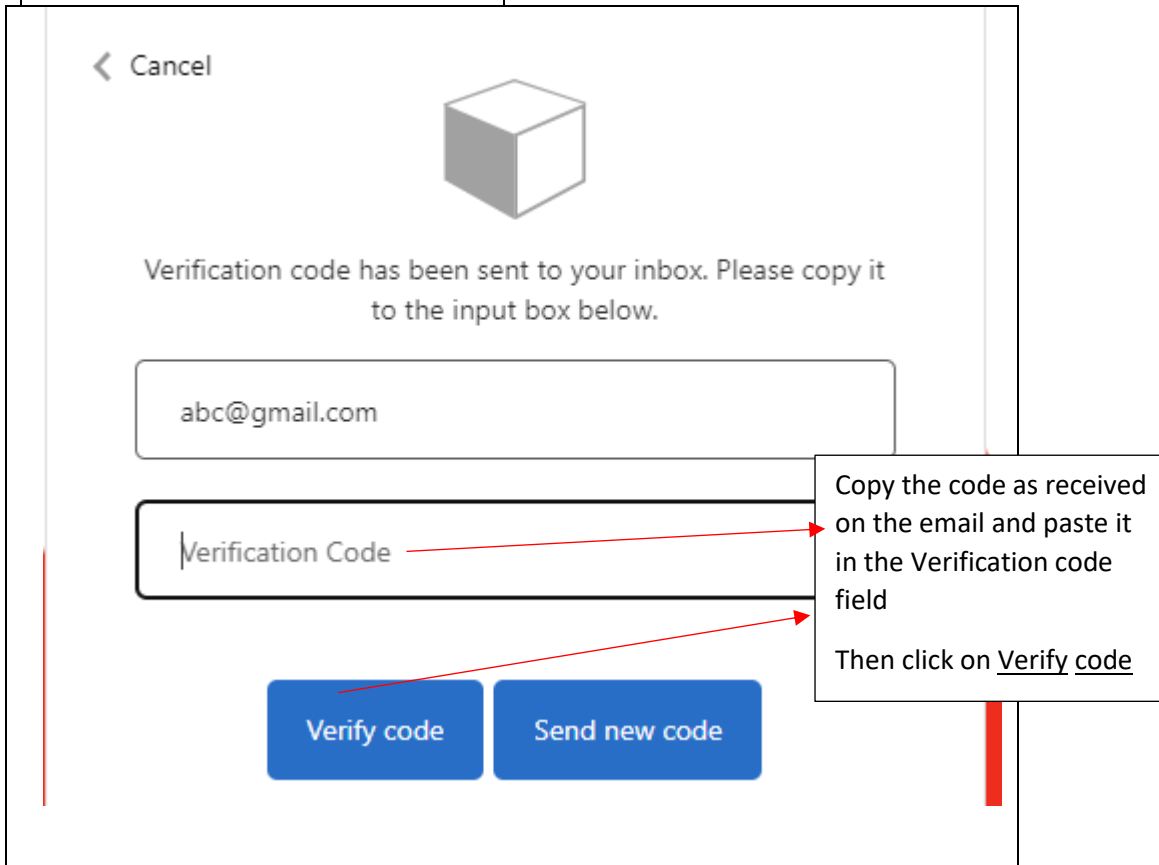
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.



After completing all fields, select "Send verification code". The code will be sent to your email.



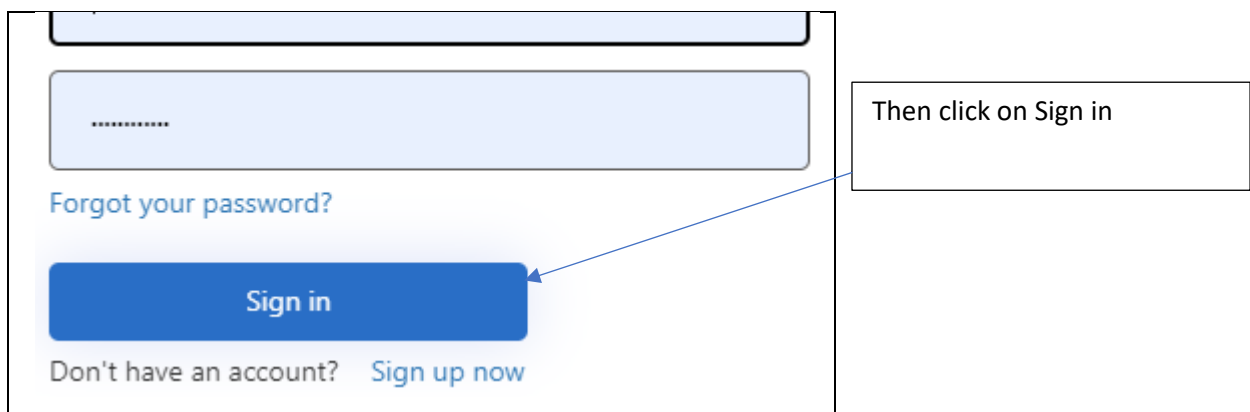
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

Once registered and signed in, the home screen will have "WELCOME (Registered user)"

TRANSNET



DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00 AM	Open	View Details

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

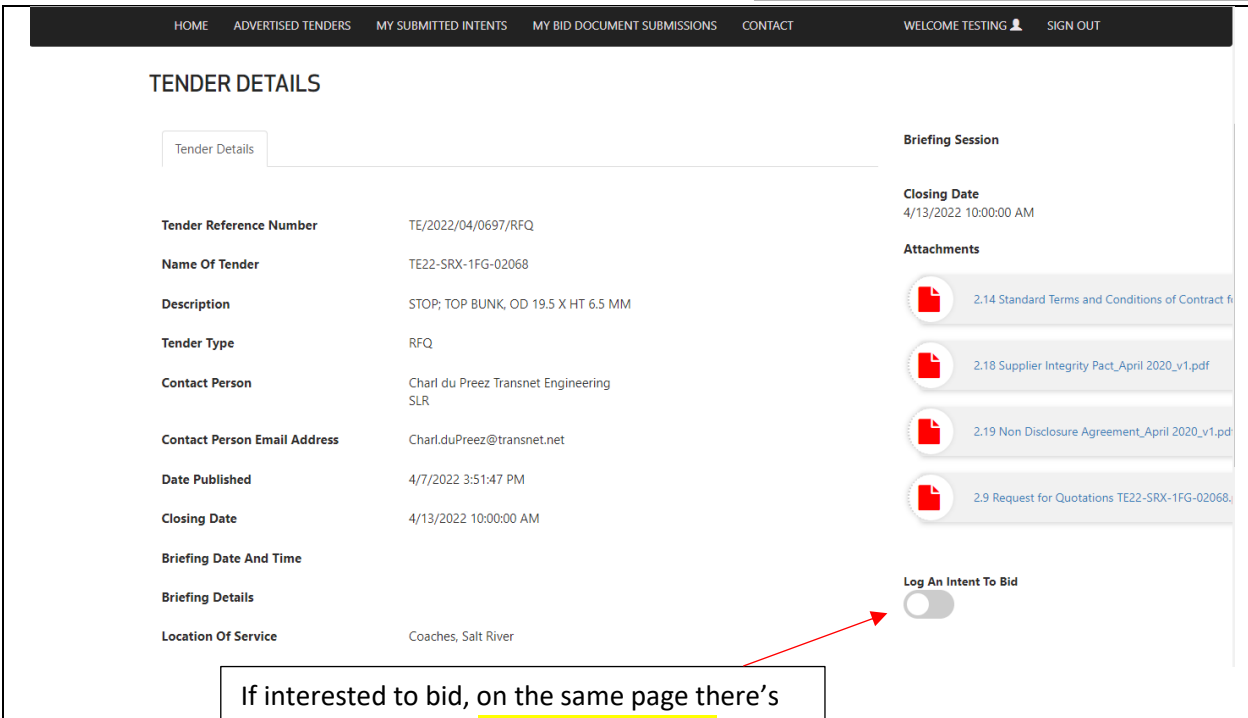
Open Tenders Other Tenders

Show entries Search:

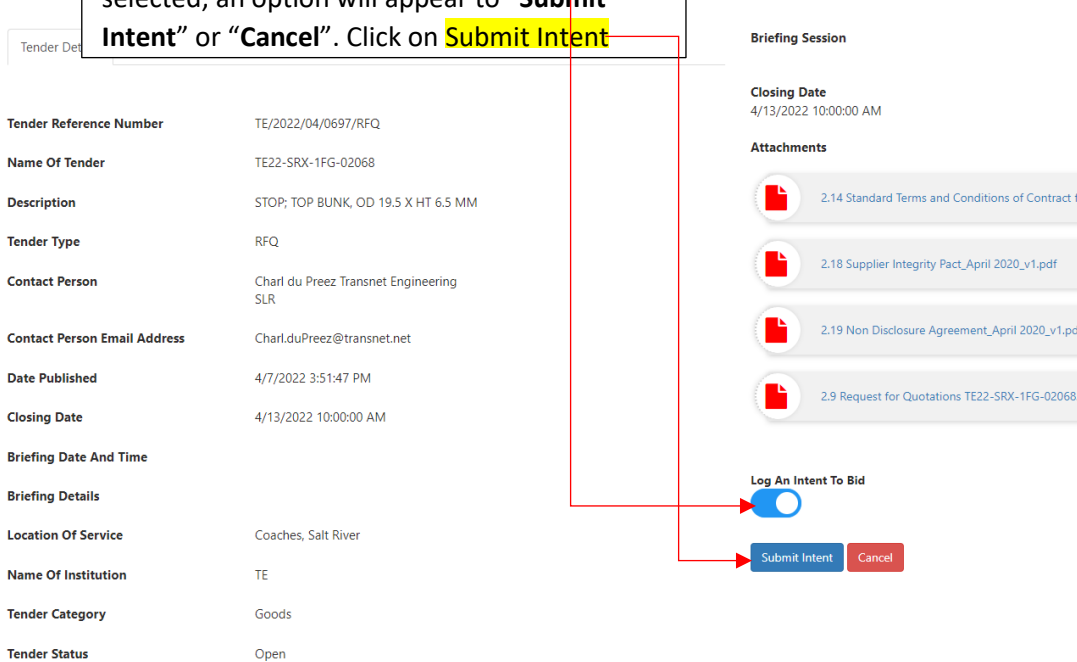
Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the "View Details" has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.



If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to "**Submit Intent**" or "**Cancel**". Click on **Submit Intent**



Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering
SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pd

Log An Intent To Bid

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.



delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

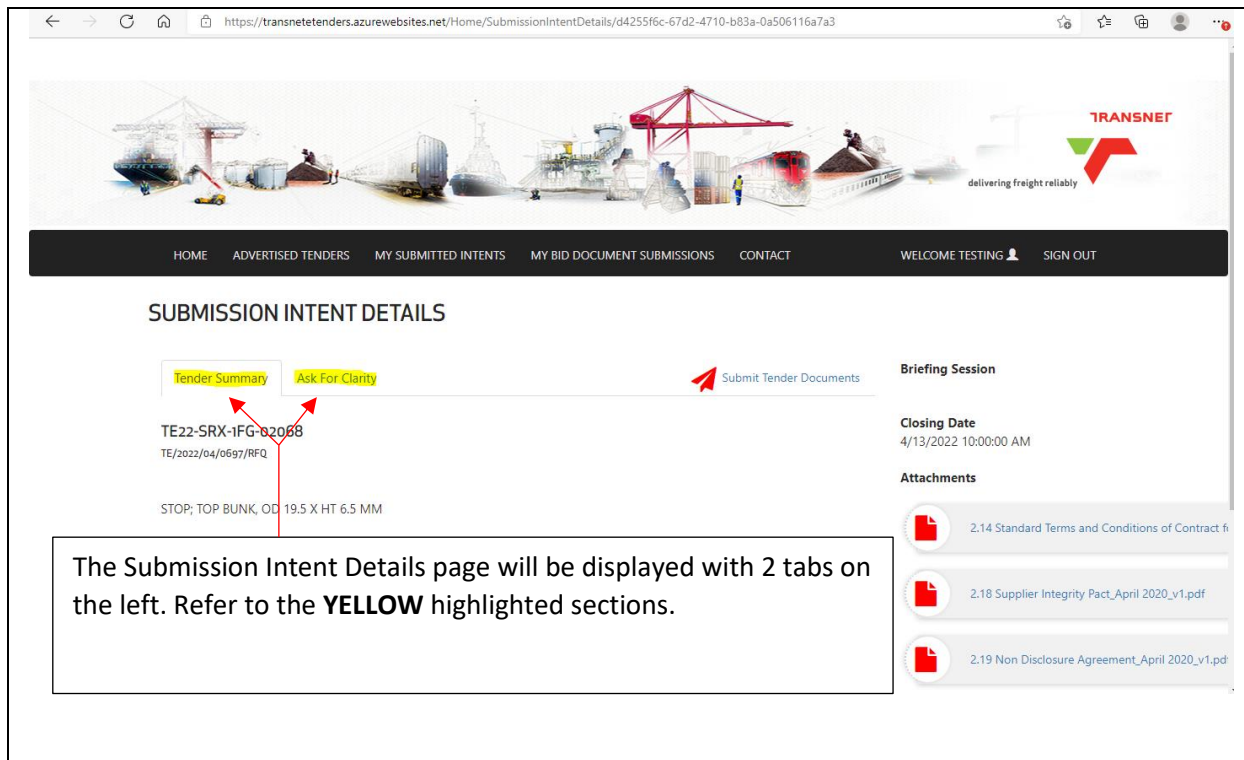
Show entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

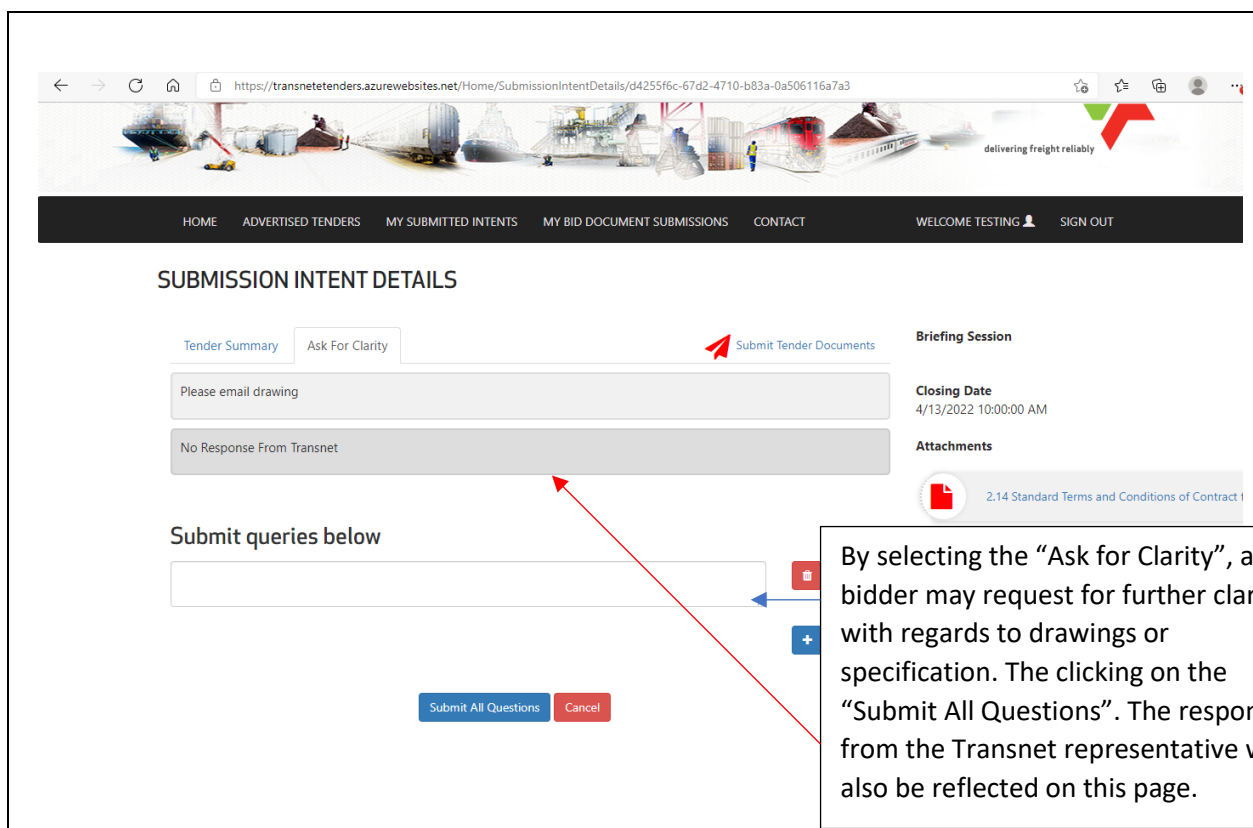
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

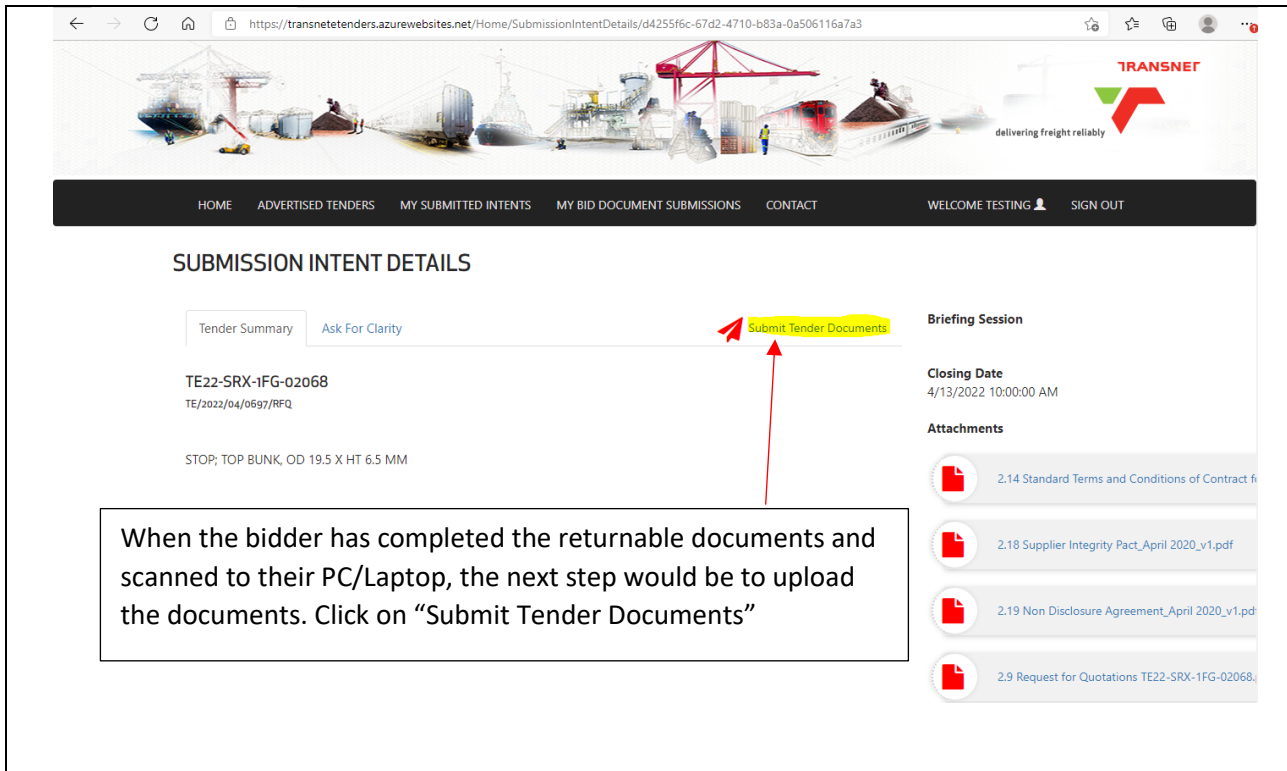
Attachments

- 2.14 Standard Terms and Conditions of Contract 1

Submit queries below

[Submit All Questions](#) [Cancel](#)

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

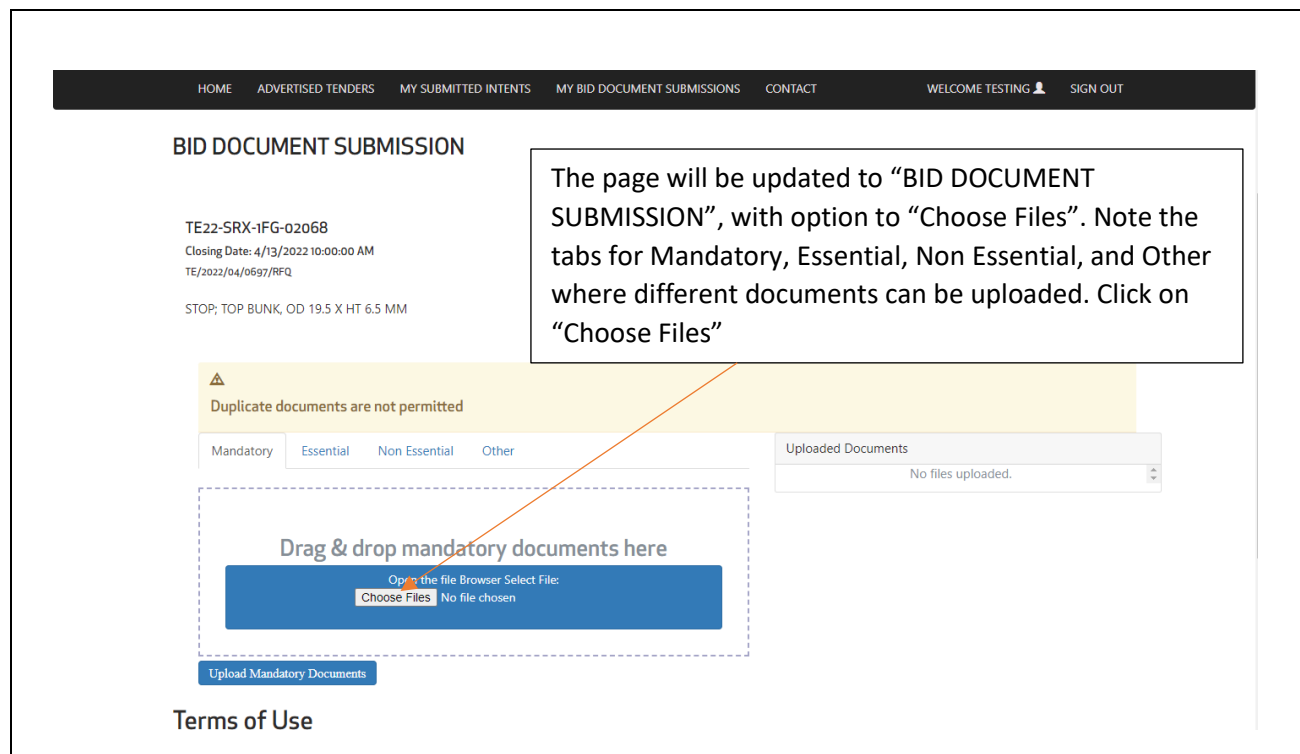
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

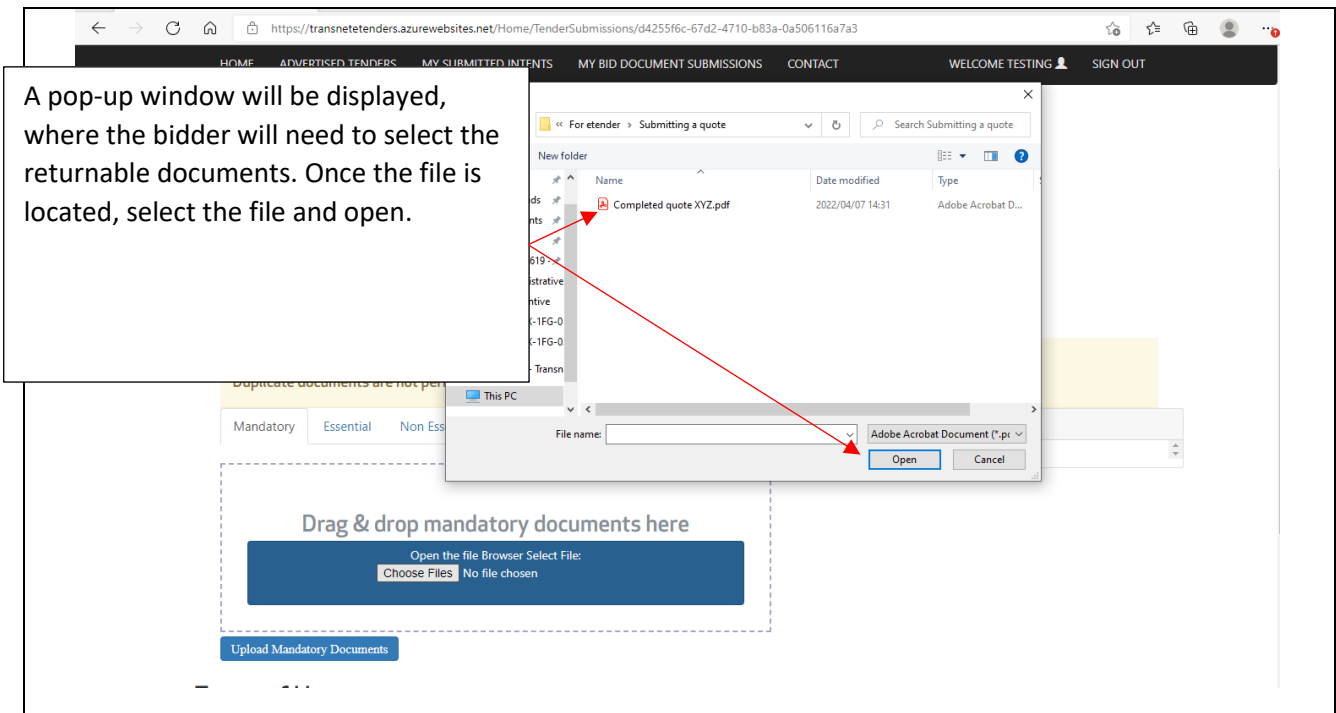
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

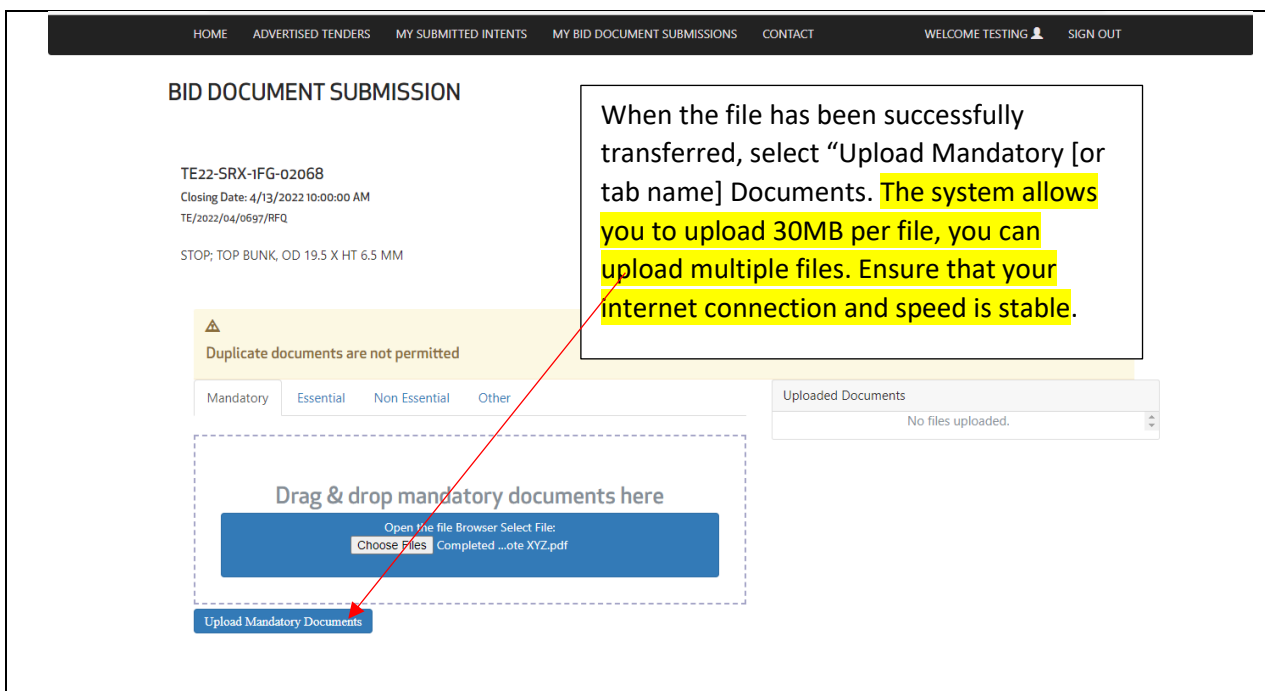
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS **MY BID DOCUMENT SUBMISSIONS** CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.