

**Transnet Port Terminals**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.**

<b>RFP NUMBER</b>	<b>: TPT/2022/06/0337/6243/RFP</b>
<b>ISSUE DATE</b>	<b>: 24 OCTOBER 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 2 NOVEMBER 2022</b>
<b>CLOSING DATE</b>	<b>: 14 NOVEMBER 2022</b>
<b>CLOSING TIME</b>	<b>: 10h00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

## Contents

Number	Heading
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### The Tender

#### Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard Conditions of Tender

#### Part T2: Returnable Documents

T2.1	List of Returnable Document
T2.2	Returnable Schedules

### The Contract

#### Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Parts 1 & 2)
C1.3	Form of Guarantee

#### Part C2: Pricing Data

C2.1	Pricing Instructions
C2.2	Activity Schedule

#### Part C3: Scope of Work

C3.1	Works Information
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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A compulsory Tender Clarification Meeting will be conducted on Microsoft Teams <b>on the 2<sup>nd</sup> November 2022, Wednesday at 10:00am [10 o'clock]</b>. The Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Tenderers who wish to participate in the briefing session must send request via email to <a href="mailto:nomvuselelo.mabuyakhulu@transnet.net">nomvuselelo.mabuyakhulu@transnet.net</a> before end of business on <b>Tuesday, 1 November 2022</b>. Tenderers are advised to download Microsoft Teams App to their PC or Mobile to be able to participate.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-1</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p>
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	<b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b>
<b>CLOSING DATE</b>	<b>10:00am on Monday, 14 November 2022</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 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,

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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;

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- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-26], [**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/>. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

TRANSNET PORT TERMINALS

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

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



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## T1.2 TENDER DATA

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

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

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

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

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





## TRANSNET PORT TERMINALS

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## C2.2 Activity Schedule

## Part C3: Scope of work

## C3.1 Works Information

C.1.4	The Employer's agent is:	Sourcing Specialist
	Name:	Nomvuselelo Mabuyakhulu
	Address:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban 4001
	Tel No.	072 735 1899
	E – mail	Nomvuselelo.Mabuyakhulu@transnet.net

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

**1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**

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

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

**2. Stage Two - Eligibility with regards to Compliance to Eligibility Criteria:**

Tenderers are to list in this schedule compliance to the Eligibility Criteria of the Fifth Wheel Haulers. Tenderers are required to provide brochures, specifications, etc. to substantiate their compliance to the eligibility criteria.

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

**3. Stage 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 80 points.



## TRANSNET PORT TERMINALS

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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. 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 have their returnable document T2.2-1 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: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TPT/2022/06/0337/6243/RFP
- The Tender Description: Manufacture, supply, delivery and commissioning of fifty (50) 2 x 4 5th-wheel haulers to Ngqura Container Terminal and forty seven (47) 2 x 4 5th wheel haulers to Cape Town Container Terminal of Transnet Port Terminals (hereinafter referred to as "TPT") including training of operational and maintenance personnel.

Documents must be marked for the attention of: ***Employer's Agent: Nomvuselelo Mabuyakhulu***

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: **10:00am** on the **14<sup>th</sup> November 2022**

Location: The Transnet e-Tender Submission Portal: [www.transnet.net](http://www.transnet.net)

**NO LATE TENDERS WILL BE ACCEPTED**



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

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

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

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

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

3. Proof of registration on the Central Supplier Database;

4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **80**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

**Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

### Functionality Criteria

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

C3.11	The minimum number of evaluation points for functionality is: <b>80</b>
	<p>The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:</p> <p><b>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.</b></p>



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Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>These Criteria must be read in conjunction with returnable T2.2-2. The tenderer shall indicate compliance by attaching evidence. Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e. a "No" answer or "No" response will lead to disqualification.</b>			
<b>T2.2-2 Eligibility</b>  NB: The Tenderers are to provide evidence to compliance.	Tenderer is an original equipment manufacturer (OEM) of the hauler, or an approved agent of an OEM of the haulers. (Agency agreement must be provided)		
	The haulers shall have a minimum engine capacity of 172 kW.		
	The haulers shall be able to negotiate 150mm speed bumps and full oscillation of the axles is required to allow for working uneven surfaces		
	Rear tyres and rims have a load rating of at least 7 700 kg per tyre at 25 km/hr"		
	Front tyres and rims have a load rating of at least 7 000 kg per tyre at 25 km/hr"		
	5th wheel shall have a vertical load carrying capacity of at least 35 000 kg		
	The fifth wheel stroke shall be at least 800mm		
	Hub reduction rear axle to have a rated capacity of at least 40 000 kg at 15 km/hr		



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	<div>The Fifth Wheel to be used in conjunction with a trailer kingpin size of three and a half inches (3,5")</div> <div>Hydraulic boom minimum lifting capacity is to be at least 35 000 kg</div>		
<b>This Criteria must be read in conjunction with returnable T2.2-3. Tenderers are to complete this schedule with regards to Compliance to the Employer's Technical Specification.</b>			
<b>T2.2-3 Compliance to Employer's Technical Specification</b>	<div>Tenderers are to complete this schedule with regards to Compliance to the Employer's Technical Specification.</div> <div>Tenderers are to provide brochures, specifications, etc. to substantiate their compliance to the clauses in the Technical Specifications.</div>	30	30
<b>This Criteria must be read in conjunction with returnable T2.2-4. The extent of guarantees and warranties in excess of the standard 12 months that can be offered by the Tenderer</b>			
<b>T2.2-4 Guarantees and Warranties</b>	Guarantee on diesel motor, transmission and hydraulic components of the equipment	3.5	15
	Guarantee on electrical / control components of the equipment	1.5	
	Guarantee on structure	5	
	Corrosion Protection Guarantee	5	
<b>This Criteria must be read in conjunction with returnable T2.2-5. Tenderers are required to list in this schedule all specifications applicable to the Fifth Wheel Hauler offered. Note that some of the specifications will be scored in the tender evaluation.</b>			
	Paint Thickness and number of coats	5	



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<b>T2.2-5 Supplier's Specifications</b>	Fuel tank capacity	5	10	
<b>This Criteria must be read in conjunction with returnable T2.2-6. Tenderers are required to demonstrate their experience in supplying Fifth Wheel Haulers. A minimum of five (5) references to be provided 3 of whom must be contactable by TPT to confirm track record</b>				
<b>T2.2-6 Track Record</b>	Number of 5th wheel haulers capable of hauling 70 000 kg load, excluding the mass of the hauler to a speed of 20 km/hr, delivered over the last five (5) years.	20	20	
<b>This Criteria must be read in conjunction with returnable T2.2-7. Tenderer must submit a holistic Programme for the delivery of the 50 Fifth Wheel Haulers to NCT and 47 Fifth Wheel Haulers to CTCT (97 in total) Point allocation to be pro-rata for staggered delivery of batches.</b>				
<b>T2.2-7 Delivery Lead Time</b>	For first batch of 20 haulers	5		
	For second batch of 20 haulers	5	25	
	For third batch of 20 haulers	5		
	For fourth batch of 20 haulers	5		
	For last batch of 17 haulers	5		
		<b>100</b>	<b>100</b>	

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

- T2.2-2 Eligibility
- T2.2-3 Compliance to Employer's Technical Specification
- T2.2-4 Guarantees and Warranties
- T2.2-5 Supplier's Specifications
- T2.2-6 Track Record
- T2.2-7 Delivery Lead Time



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Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are



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not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) 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).





## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

## T 1.3 Standard Conditions of Tender

### T.1 General

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX

#### T.1.1 Actions

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 T.2 and T.3, timely and with integrity, and behave equitably, honestly and transparently.

#### T.1.2 Tender Documents

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

#### T.1.3 Interpretations

T.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the Mandatory returnable documents are deemed to be part of these Conditions of Tender.

T.1.3.2 These Conditions of Tender, the tender data and those tender schedules which are only required for tender evaluation purposes (as detailed in schedule T1.2 - T3.11.3), shall not form part of any contract arising from the invitation to tender.

T.1.3.3 For the purposes of these Conditions, the following definitions apply:

- a) comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) 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; and
- c) 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
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### T.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 read, copied and recorded. Writing 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.



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

T.1.5 The *Employer's* right to accept or reject any tender offer

The *Employer* may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The *Employer* shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

T.2 Tenderer's obligations

T.2.1 Eligibility

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*.

T.2.2 Cost of tendering

Accept that 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 satisfy requirements.

T.2.3 Check documents

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

T.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.

T.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.

T.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.

T.2.7 Compulsory Briefing Session

Attend, where required, a briefing session 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.

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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### T.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the *Employer* at least ten working days before the closing time stated in the tender data.

### T.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.

### T.2.10 Pricing the tender offer

T.2.10.1 Include all duties, taxes (except South African Value Added Tax (VAT)), and other levies payable by the successful tenderer in the rates, prices, and the tendered total of the prices. All duties, taxes and levies that are applicable 14 days before the closing time as stated in the tender data, to be included in the prices.

T.2.10.2 Show VAT payable by the *Employer* separately as an addition to the tendered total of the prices.

T.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.

T.2.10.4 State the rates and prices in South African Rand (ZAR) unless instructed otherwise in the tender data.

T.2.10.5 The delivery place for the Works is as per Part 3 Scope of works in South Africa

T.2.10.6 The *Contractor* shall be responsible for all costs for the transportation of the Works from place of manufacture to the *Employer's* nominated place of delivery in South Africa, including the clearance of the Works through South African Customs, payment of Customs VAT, local testing and onward delivery to Transnet's nominated destination, which costs (excluding the payment of Customs VAT) shall be separately identified in its Tax Invoices henceforth. The *Contractor* will endeavour to reduce exposure to liability for Duty on importation of the works and where not, to capture same. The Inco Term Required is (DDP Incoterms 2010).

### T.2.11 Alterations to documents

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. Erasures and the use of masking fluid are prohibited.

### T.2.12 Alternative tender offers

T.2.12.1 Submit alternative tender offers only if a main tender offer is also submitted, strictly in accordance with all the requirements of the tender documents. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- T.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the *Employer*.
- T.2.13 Submitting a tender offer
- T.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- T.2.13.2 Return all mandatory returnable documents to the *Employer* after completing them in their entirety.
- T.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*.
- T.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 minimum issued format required, will be regarded by the *Employer* as non-responsive.
- T.2.15 Closing date and time
- T.2.15.1 Ensure that the *Employer* receives the tender offer at the location specified in the tender data not later than the closing time stated in the tender data. The *Employer* shall not accept tender offers submitted by telegraph, facsimile, e-mail or tenders submitted by post.
- T.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.
- T.2.16 Tender offer validity
- T.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.
- T.2.16.2 If requested by the *Employer*, consider extending the validity period stated in the tender data for an agreed additional period.
- T.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 or substance of the tender offer is sought, offered, or permitted during this stage of the tender process. The total of the prices stated by the tenderer shall be binding upon the tenderer.
- Note: Sub-clause T.2.17 does not preclude the negotiation of price and the final terms of the contract during the post tender negotiation, should the *Employer* elect to do so.
- T.2.18.2 Dispose of samples of materials provided for evaluation by the *Employer*, where required.



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## T.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.

## T.2.20 Submit securities, bonds, policies, etc.

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.

## T.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.

## T.2.23 Certificates

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

T.3 The *Employer's* undertakings

## T.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

## T.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each during the period from the date that tender documents are available until seven 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 drew documents.

## T.3.4 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.

## T.3.5 Test for responsiveness

T.3.5.1 The *Employer* will determine before detailed evaluation, whether each tender offer is properly received, namely:

- a) meets the laid-down grounds for eligibility;
- b) complies with the requirements of these Conditions of Tender;
- c) has been properly and fully completed and signed; and
- d) is responsive to all other requirements of the tender documents, including the return of all Mandatory returnable Schedules and documentation, as specified.



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- T.3.5.2 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) 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.
- T.3.5.3 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.
- T.3.6 Arithmetical errors
- T.3.6.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
  - b) If bills of quantities (or schedule of quantities or schedule of rates) 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.
  - c) 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.
- T.3.7 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
- T.3.8 Principles for Awarding Business
- As is elsewhere also provided in the Tender, Tenderers are advised and should note that any final award of business is entirely conditional upon and subject to the successful conclusion of a written contract between the preferred Tenderer(s) and the *Employer*, which contract will include such terms and conditions as the *Employer's* management and Acquisitions Council may require or prescribe.
- T.3.9 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.



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T.3.10 Acceptance of tender offer

T.3.10.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender data

T.3.10.2 Notify the successful tenderer of the *Employer's* acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the *Employer* and the successful tenderer as described in the form of offer and acceptance.

T.3.10.3 The *Employer* reserves the right to conduct post-tender negotiations.

## T.3.11 Notice to unsuccessful Tenderers

After the successful tenderer has acknowledged the *Employer's* notice of acceptance, notify other tenderers that their tender offers have not been accepted.

## T.3.12 Prepare contract documents

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:  
addenda issued during the tender period,  
inclusion of some of the mandatory returnable documents,  
other revisions agreed between the *Employer* and the successful tenderer, and  
the schedule of deviations attached to the form of offer and acceptance, if any.

## T.3.13 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the *Employer's* signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the *Employer*, shall be included.

## T.3.14 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.

## T.3.15 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.

## T.3.16 Disclaimers

- a) The *Employer* reserves the right to request audited financial statements for the purposes of the due diligence exercise.
- b) The *Employer* reserves the right to accept the whole or any part of a tender





## TRANSNET PORT TERMINALS

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- c) Changes or purported changes by the Tenderer to the Tender prices will not be permitted after the closing date.
- d) The person(s) signing the Tender must be legally authorised by the Tenderer to do so by way of an appropriate written resolution, as also the person(s) authorised to negotiate on the Tenderer's behalf.
- e) The *Employer* reserves the right to verify any information supplied by a Tenderer. By submitting a Tender, the Tenderers hereby irrevocably grant the necessary consent to the *Employer* to do so.
- f) The *Employer* reserves the right to undertake post-tender negotiations with those persons appearing on the list of preferred Tenderers, once such list is approved by the Divisional Acquisitions Council.
- g) 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 without assigning any reason therefor.
- h) The *Employer* will not reimburse any Tenderer for any preparatory costs, travelling and/or accommodation costs, or for other work performed in connection with the Tender, whether the Tenderer is awarded any business arising out of the Tender, or not.
- i) The successful tenderer will be subject to the conclusion of a final NEC 3 Engineering and Construction Contract.
- j) Tenderers must note that the *Employer* is not committed to any irrevocable course of action as a result of it issuing the Tender and/or its receipt of any Tender documents. Without limitation to the *Employer's* rights elsewhere contained herein, and in addition thereto, the *Employer* may accordingly in its sole and unfettered discretion:
  - k) change all services stipulated for in the Tender and re-issue the Tender in an amended form;
  - l) reject any Tender which does not conform strictly with the stipulations and requirements which are set out in these documents;
  - m) disqualify late Tenders received after the stated submission deadline;
  - n) not necessarily accept the lowest priced Tender;
  - o) award a contract in connection with this Tender at any time to any person(s) or company;
  - p) make no award of business; and
  - q) withdraw the Tender on good cause at any stage of the Tender process upon written notification to the Tenderers.
- r) The Purchaser reserves the right to use Supplier Development, People with Disabilities, Black Women Owned and Black youth owned as objective criteria

## T.3.17 Compliance

- a. Tenderers must be fully compliant with any and all the statutory and common law that is applicable to the tender.
- b. Tenderers shall comply with all applicable South African laws, including without limitation, the following:
  - c. Occupational Health & Safety Act 85 of 1993 ("OHSA");
  - d. International Health Regulation Act 28 of 1974;
  - e. National Environmental Management ACT No. 107 of 1998;
  - f. National Environmental Management Waste Act No. 59 of 2008;
  - g. Environment Conservation Act No. 73 of 1989;
  - h. Hazardous Substances Act 15 1973;
  - i. The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993);





## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- j. All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the Maritime business;
- k. The Basic Conditions of Employment Act No. 75 of 1997;
- l. Criminal Procedure Act No. 51 of 1977;
- m. National Ports Act No. 12 of 2005 ("NPA") and enabling legislation thereto, including the Port Rules; Harbour Master's Written Instructions and Regulations promulgated in terms of the NPA.
- n. Control of Access to Public Premises and Vehicle Act, No. 53 of 1985;
- o. Legal Succession to the South African Transport Services Act No. 9 of 1989 (but excluding any tariff provided for in such regulations);
- p. Customs and Excise Act No 91 of 1964;
- q. The National Railway Safety Regulator Act No 16 of 2002;
- r. The Labour Relations Act No. 66 of 1995 and the Regulations thereto, and
- s. Broad-Based Black Economic Empowerment (B-BBEE) Act 53, of 2003.
- t. Competition Act 89 of 1998.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS**

**MAY RESULT IN A PROPOSAL BEING REJECTED**



## T2.1 List of Returnable Documents

### 2.1.1 These schedules are required for eligibility purposes:

- T2.2-1 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-2 **Stage Two as per CIDB: Eligibility Criteria** – Compliance to Eligibility Criteria

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

- T2.2-3 **Evaluation Schedule:** Compliance to Employer's Technical Specification
- T2.2-4 **Evaluation Schedule:** Guarantees and Warranties
- T2.2-5 **Evaluation Schedule:** Supplier's Specification
- T2.2-6 **Evaluation Schedule:** Track Record
- T2.2-7 **Evaluation Schedule:** Delivery Lead Time

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-8 SBD 5 NIPP Obligation
- T2.2-9 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Site Establishment
- T2.2-14 RFP Clarification Request form

#### Agreement and Commitment by Tenderer:

- T2.2-15 Mandatory Critical Spares (NCT)
- T2.2-16 Mandatory Critical Spares (CTCT)
- T2.2-17 Recommended Critical Spares (NCT)
- T2.2-18 Recommended Critical Spares (CTCT)
- T2.2-19 Maintenance Spares (NCT)
- T2.2-20 Maintenance Spares (CTCT)
- T2.2-21 Recommended Maintenance Spares (NCT)
- T2.2-22 Recommended Maintenance Spares (CTCT)



- T2.2-23 Compulsory Enterprise Questionnaire
- T2.2-24 Non-Disclosure Agreement
- T2.2-25 RFP Declaration Form
- T2.2-26 RFP – Breach of Law
- T2.2-27 Certificate of Acquaintance with Tender Document
- T2.2-28 Service Provider Integrity Pact
- T2.2-29 Supplier Code of Conduct
- T2.2-30 SBD1 Form
- T2.2-31 SBD9 Form

### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-32 Insurance provided by the Contractor
- T2.2-33 Form of Intent to provide a Performance Guarantee
- T2.2-34 Foreign Exchange requirements
- T2.2-35 Forecast Rate of Invoicing
- T2.2-36 Three (3) years audited financial statements

### **1.3.3 Transnet Vendor Registration Form:**

- T2.2-37 Supplier Declaration Form

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

### **2.3 C1.2 Contract Data**

### **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions (Activity Schedule)**

### **2.6 C2.2 Activity Schedule**

## T2.2-1: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

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

Was represented at the compulsory tender clarification meeting

Held at:	<b>Microsoft Teams</b>	
On (date)	<b>2 November 2022</b>	Starting time: <b>10H00</b>

#### 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 .....

## T2.2-2: Eligibility Criteria Schedule: Compliance to Eligibility Criteria

Tenderers are to list in this schedule compliance to the Eligibility Criteria of the Fifth Wheel Haulers.

In as far as possible Tenderers are to provide brochures, specifications, etc. to substantiate their compliance to the eligibility criteria. The Tenderer's sign-off at the bottom of the returnable is deemed as confirmation that the Tenderer commits that they will comply to the listed eligibility criteria. Failure to comply with eligibility criteria i.e. a "No" answer or "No" response will lead to disqualification.

Parameter for the Pneumatic Ship Unloader	Comply (Yes/No)
Tenderer is an original equipment manufacturer (OEM) of haulers, or an approved agent of an OEM of haulers. (Agency agreement must be provided)	
The haulers shall have a minimum engine capacity of 172 kW	
The haulers shall be able to negotiate 150mm speed bumps and full oscillation of the axles is required to allow for working uneven surfaces	
Rear tyres and rims have a load rating of at least 7 700 kg per tyre at 25 km/hr"	
Front tyres and rims have a load rating of at least 7 000 kg per tyre at 25 km/hr"	
5th wheel shall have a vertical load carrying capacity of at least 35 000 kg	
The fifth wheel stroke shall be at least 800mm	
Hub reduction rear axle to have a rated capacity of at least 40 000 kg at 15 km/hr	
The Fifth Wheel to be used in conjunction with a trailer kingpin size of three and a half inches (3,5")	
Hydraulic boom minimum lifting capacity is to be at least 35 000 kg	

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

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

Tenderer \_\_\_\_\_

## T2.2-3: Technical Evaluation Schedule – Compliance to Employer's Technical Specification

Tenderers are to complete this schedule with regards to Compliance to the Employer's Technical Specification.

Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification "TPT\_TS\_2X4 Terminal hauler Rev No. 6". Elements of this document not completed will be deemed as non-compliance to that particular clause.

In as far as possible Tenderers are to provide brochures, specifications, etc. to substantiate their compliance to the clauses in the Technical Specifications. The Tenderer's sign-off at the bottom of the returnable is deemed as confirmation that the Tenderer commits that they will comply to the clauses where they indicate compliance.

Note: Items greyed out will not be used in scoring the Compliance to Employer's Technical Specifications as they are already accounted for in the Technical Evaluation Scorecard.

No.	Technical Spec. Clause	Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule
<b>1. Scope</b>			
1.	1		
<b>2.1 Equipment Functionality and Design</b>			
2.	2.1.1		
3.	2.1.2		
4.	2.1.3		
5.	2.1.4		
<b>2.2 Site Specific Requirements</b>			
6.	2.2.1		
7.	2.2.2		
8.	2.2.3		
9.	2.3.4		
<b>2.3 Ergonomics Operator's Cab</b>			
10.	2.3.1.1		
11.	2.3.1.2		
12.	2.3.1.3		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

No.	Technical Spec. Clause	Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule
13.	2.3.1.4		
14.	2.3.1.5		
15.	2.3.1.6		
16.	2.3.1.7		
17.	2.3.1.8		
18.	2.3.1.9		
19.	2.3.1.10		
20.	2.3.1.11		
21.	2.3.1.12		
22.	2.3.1.13		
23.	2.3.1.14		
24.	2.3.1.15		
25.	2.3.1.16		
<b>3. Technical Requirements</b>			
<b>3.1 Chassis</b>			
26.	3.1.1		
27.	3.1.2		
28.	3.1.3		
29.	3.1.4		
30.	3.1.5		
31.	3.1.6		
<b>3.2 Hydraulic Lift Boom</b>			
32.	3.2.1		
33.	3.2.2		
34.	3.2.3		
<b>3.3 Lift Boom Hydraulic System</b>			
35.	3.3.1		
36.	3.3.2		
37.	3.3.3		
38.	3.3.4		
39.	3.3.5		
40.	3.3.6		
41.	3.3.7		
42.	3.3.8		
43.	3.3.9		

TRANSNET PORT TERMINALS

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No.	Technical Spec. Clause	Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule
44.	3.3.10		
45.	3.3.11		
46.	3.3.12		
<b>3.4 Fifth Wheel</b>			
47.	3.4.1		
48.	3.4.2		
49.	3.4.3		
50.	3.4.4		
<b>3.5 Engine</b>			
51.	3.5.1		
52.	3.5.2		
53.	3.5.3		
54.	3.5.4		
55.	3.5.5		
56.	3.5.6		
57.	3.5.7		
58.	3.5.8		
59.	3.5.9		
60.	3.5.10		
61.	3.5.11		
62.	3.5.12		
63.	3.5.13		
64.	3.5.14		
65.	3.5.15		
66.	3.5.16		
67.	3.5.17		
<b>3.6 Transmission</b>			
68.	3.6.1		
69.	3.6.2		
70.	3.6.3		
71.	3.6.4		
72.	3.6.5		
73.	3.6.6		
74.	3.6.7		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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No.	Technical Spec. Clause	Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule
<b>3.7 Front Axles and Suspension</b>			
75.	3.7.1		
<b>3.8 Rear Axle and Suspension</b>			
76.	3.8.1		
77.	3.8.2		
<b>3.9 Road Wheels</b>			
78.	3.9.1		
79.	3.9.2		
80.	3.9.3		
81.	3.9.4		
82.	3.9.5		
83.	3.9.6		
<b>3.10 Fuel Tank</b>			
84.	3.10.1		
85.	3.10.2		
86.	3.10.3		
87.	3.10.4		
88.	3.10.5		
<b>3.11 Brakes</b>			
89.	3.11.1		
90.	3.11.2		
91.	3.11.3		
92.	3.11.4		
93.	3.11.5		
94.	3.11.6		
95.	3.11.7		
96.	3.11.8		
<b>3.12 Steering System</b>			
97.	3.12.1		
98.	3.12.2		
99.	3.12.3		
<b>3.13 Electrical</b>			
100.	3.13.1		
101.	3.13.2		
102.	3.13.3		

TRANSNET PORT TERMINALS

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No.	Technical Spec. Clause	Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule
103.	3.13.4		
104.	3.13.5		
105.	3.13.6		
106.	3.13.7		
107.	3.13.8		
108.	3.13.9		
109.	3.13.10		
110.	3.13.11		
111.	3.13.12		
112.	3.13.13		
113.	3.13.14		
114.	3.13.15		
115.	3.13.16		
116.	3.13.17		
117.	3.13.18		
118.	3.13.19		
119.	3.13.20		
<b>3.14 Instrumentation</b>			
120.	3.14.1		
121.	3.14.2		
<b>3.15 Air Conditioning</b>			
122.	3.15.1		
123.	3.15.2		
124.	3.15.3		
125.	3.15.4		
126.	3.15.5		
127.	3.15.6		
128.	3.15.7		
129.	3.15.8		
130.	3.15.9		
131.	3.15.10		
132.	3.15.11		
133.	3.15.12		
134.	3.15.13		
135.	3.15.14		

TRANSNET PORT TERMINALS

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No.	Technical Spec. Clause	Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule
136.	3.15.15		
137.	3.15.16		
138.	3.15.17		
<b>3.16 Painting</b>			
139.	3.16.1		
140.	3.16.2		
141.	3.16.3		
142.	3.16.4		
143.	3.16.5		
144.	3.16.6		
145.	3.16.7		
146.	3.16.8		
<b>3.17 Signage and Markings</b>			
147.	3.17.1		
148.	3.17.2		
149.	3.17.3		
150.	3.17.4		
151.	3.17.5		
152.	3.17.6		
<b>4. Safety and Environment</b>			
<b>4.1 Safety Requirements</b>			
153.	4.1.1		
154.	4.1.2		
155.	4.1.3		
156.	4.1.4		
157.	4.1.5		
<b>4.2 Environmental Requirements</b>			
158.	4.2.1		
<b>4.3 Fire Protection</b>			
159.	4.3.1		
<b>5. Maintenance</b>			
<b>5.1 Lubrication</b>			
160.	5.1.1		
161.	5.1.2		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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<b>No.</b>	<b>Technical Spec. Clause</b>	<b>Comply (Y/N)</b>	<b>Comment (mandatory if non-compliant) and reference to returnable schedule</b>
162.	5.1.3		
<b>5.2 Accessibility</b>			
163.	5.2.1		
<b>6. General</b>			
164.	6.1		
165.	6.2		
166.	6.3		
167.	6.4		
168.	6.5		
169.	6.6		
170.	6.7		
171.	6.8		
172.	6.9		
<b>7. Referenced Specifications</b>			
173.	7.1 Standard Specifications		
174.	7.2 Employer Specifications		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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The scoring of compliance to employer's technical specifications will be as follows:

Score	Compliance to Employer's Technical specifications
0	< 124 compliant clauses = 0 %
20	<135 but >=124 compliant clauses = 20 %
40	<146 but >=135 compliant clauses = 40 %
60	<157 but >=146 compliant clauses = 60 %
80	<168 but >=157 compliant clauses = 80 %
100	>=168 compliant clauses = 100 %

Signed

Date

Name

Position

Tenderer

## T2.2-4: Technical Evaluation Schedule – Guarantees and Warranties

The extent of guarantees and warranties in **excess of the standard 12 months** that can be offered by the Tenderer on electrical, mechanical and electronic plant and in **excess of 5 years** on the structure will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer's specification EEAM-Q-008 (guarantee of 10 years) is critical.

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

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

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

Item	Guarantees and Warranties (months)	Description of Guarantee
Corrosion Protection (Compliance to EEAM-Q-008)		
Diesel Engine		
Transmission		
Hydraulic Components (Pumps, motors, cylinders, valve, ...)		
Electrical / controls		
Structure		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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The scoring of the Guarantees and Warranties on Corrosion Protection will be as follows:

<b>Score</b>	<b>Guarantee and Warrantees (Corrosion Protection)</b>
<b>0</b>	Corrosion Protection Guarantee < 6 years = 0%
<b>20</b>	Corrosion Protection Guarantee > or = 6 years but less < 7 years = 20%
<b>40</b>	Corrosion Protection Guarantee > or = 7 years but less < 8 years = 40%
<b>60</b>	Corrosion Protection Guarantee > or = 8 years but less < 9 years = 60%
<b>80</b>	Corrosion Protection Guarantee > or = 9 years but less < 10 years = 80%
<b>100</b>	Corrosion Protection Guarantee > or = 10 years = 100%

The scoring of the Guarantees and Warranties on electrical, mechanical and electronic plant will be as follows:

<b>Score</b>	<b>Guarantee and Warrantees (diesel motor, transmission and hydraulic components)</b>
<b>0</b>	For guarantee on components of the equipment < 12 months for Diesel motor, Transmission, Hydraulic components = 0%
<b>20</b>	For guarantee on components of the equipment > or = 12 months for Diesel motor, Transmission and Hydraulic components = 20%
<b>40</b>	For guarantee on at least 1 component of the equipment > or = 18 months and the remaining 2 > or = 12 months for Diesel motor, Transmission, Hydraulic components = 40%
<b>60</b>	For guarantee on at least 1 component of the equipment > or = 24 months and the remaining 2 > or = 12 months for Diesel motor, Transmission, Hydraulic components = 60%
<b>80</b>	For guarantee on at least 2 components of the equipment > or = 24 months and the remaining one > or = 12 months for Diesel motor, Transmission, Hydraulic components = 80%
<b>100</b>	For guarantee on components of the equipment > or = 24 months for Diesel motor, Transmission, Hydraulic components = 100%

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

The scoring of the Guarantees and Warranties on electrical / control components will be as follows:

Score	Guarantee and Warranties (Electrical / Control components)
<b>0</b>	For guarantee on electrical / control components of the equipment < 6 months = 0%
<b>20</b>	For guarantee on electrical / control components of the equipment > or = 6 months but less than 8 months = 20%
<b>40</b>	For guarantee on electrical / control components of the equipment > or = 8 months but less than 10 months = 40%
<b>60</b>	For guarantee on electrical / control components of the equipment > or = 10 months but less than 12 months = 60%
<b>80</b>	For guarantee on electrical / control components of the equipment > or = 12 months but less than 24 months = 80%
<b>100</b>	For guarantee on electrical / control components of the equipment > or = 24 months = 100%

The scoring of the Guarantees and Warranties on the structure will be as follows:

Score	Guarantees and Warranties (Structure)
<b>0</b>	For a guarantee on the structure < 6 years = 0 Points
<b>20</b>	For a guarantee on the structure > or = to 6 years but less than 7 years = 20 %
<b>40</b>	For a guarantee on the structure > or = to 7 years but less than 8 years = 40 %
<b>60</b>	For a guarantee on the structure > or = to 8 years but less than 9 years = 60%
<b>80</b>	For a guarantee on the structure > or = to 9 years but less than 10 years = 80 %
<b>100</b>	For a guarantee on the structure > or = to 10 years = 100 %



TRANSNET PORT TERMINALS

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Details of Technical Support after completion:

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

Lead time for on-site Technical Support: \_\_\_\_\_ hours

Other Value Adding Elements

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

Signed

Date

Name

Position

Tenderer



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-5: Technical Evaluation Schedule – Supplier's Specifications

Tenderers are to list in this schedule all specifications applicable to the Fifth Wheel Hauler offered. Note that some of the specifications will be scored in the tender evaluation.

Parameter for Fifth Wheel Hauler	Value / Detail for <u>4 x 2</u>	Comments
Make and model of Fifth Wheel Hauler offered		
Make and model of transmission of the Fifth Wheel Hauler offered.		
The maximum vertical travel (stroke) of the hauler fifth wheel (mm)		
Travel speed of Hauler with rated load (km/hour)		
Travel speed Hauler empty (km/hour)		
Overall (maximum) width of Hauler, (mm)		
Overall (maximum) length of hauler (mm)		
Overall (maximum) height of machine to top of the cabin (mm)		
Overall height of machine to the top of the exhaust pipe (mm)		



## TRANSNET PORT TERMINALS

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Ground clearance of hauler (mm)		
Operating weight of Hauler, without trailer / load (ton)		
Front axle loading of hauler with a 25 ton vertical load on the elevated fifth wheel (ton)		
Rear axle loading of hauler with a 25 ton vertical load on the elevated fifth wheel (ton)		
Capacity of Hauler fuel tank (liters)		
Fuel tank material for the hauler offered		
Make and model of diesel engine to be installed in Hauler		
Continuous power rating of engine (kW)		
Maximum torque of engine (Nm @ rpm)		
Emission standard that Hauler diesel engine complies with		
Brand of tyres to be installed on Hauler		
Load rating, size and ply rating of front tyres		
Load rating, size and ply rating of rear tyres		



## TRANSNET PORT TERMINALS

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Load rating, rims of front tyres		
Load rating, rims of rear tyres		
<u>Corrosion Protection:</u>  Number of Coats of Paint  Minimum overall Paint Thickness		

Diesel engines complies with at least "EUROMOT II" emission standards (Yes / No)	
Confirmation that fuel tank capacity is sufficient for Hauler to operate for an ten (10) hour shift (Yes / No)	

<b>Other "Value-add" systems; designs; innovations</b>
1.
2.
3.
4.
5.
6.



## TRANSNET PORT TERMINALS

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The scoring of Paint Thickness and number of coats will be as follows:

Score	Paint Thickness and number of coats
<b>0</b>	Paint thickness < 200 microns or less than 3 coats paint = 0%
<b>20</b>	Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 20%
<b>40</b>	Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 40%
<b>60</b>	Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 60%
<b>80</b>	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 80%
<b>100</b>	Paint thickness > or = 300 microns and at least 3 coats paint = 100%

The scoring of Fuel tank capacity will be as follows:

Score	Fuel tank capacity
<b>0</b>	For the machine operating a < 8 hours shift on one fuel tank = 0%
<b>20</b>	For the machine operating a > or = 8 hours shift on one fuel tank = 20%
<b>40</b>	For the machine operating a > or = 9 hours shift on one fuel tank = 40%
<b>60</b>	For the machine operating a > or = 10 hours shift on one fuel tank = 60%
<b>80</b>	For the machine operating a > or = 11 hours shift on one fuel tank = 80%
<b>100</b>	For the machine operating a > or = 12 hours shift on one fuel tank = 100%

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS  
TENDER NUMBER: TPT/2022/06/0337/6243/RFP  
DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

## T2.2-6: Technical Evaluation Schedule – Track Record

Tenderers are required to demonstrate their experience in the supply of Fifth Wheel Haulers, capable of hauling 70 000 kg load excluding the mass of the hauler to a speed of 20 km/hr, **over the last 5 years**, and to this end shall supply a sufficient detailed **comprehensive** reference list with fifth wheel hauler details and contact details of the customers.

As proof tenderers must submit reference letters or certificates of completion for the previous supplies issued by the referenced customers. A minimum of five (5) references to be provided 3 of whom must be contactable by TPT to confirm track record. Note, only the experience in the supply of fifth wheel haulers will be considered for evaluation purposes.

More pages can be added for the list of customers

#	Name of Previous Customer	Contact Details	Make	No. of Units	Year

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

The scoring of the Track Record will be as follows:

Score	Track Record
<b>0</b>	< 12 units score 0 %
<b>20</b>	> or = 12 units but < 24 units score 20%
<b>40</b>	> or = 24 units but < 36 units score 40%
<b>60</b>	> or = 36 units but < 48 units score 60%
<b>80</b>	> or = 48 units but < 60 units score 80%
<b>100</b>	> or = 60 units score 100%

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-7: Technical Evaluation Schedule – Delivery Lead Time

The Tenderer must submit a holistic Programme for the delivery of the 50 Fifth Wheel Haulers to NCT and 47 Fifth Wheel Haulers to CTCT (97 in total), showing the duration and location of each major related activity e.g. manufacture, assembly, testing of each complete Haulers, cold commissioning, shipping, site erection, final testing, commissioning, training and endurance test.

The Programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due. Programme to clearly indicate staggered delivery (if applicable).

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

Activity	Duration (months)
----------	-------------------

- |   |       |
|---|-------|
| 1. Order placement to commissioning and handover of <b>first batch</b> of 20 haulers  | _____ |
| 2. Order placement to commissioning and handover of <b>second batch</b> of 20 haulers | _____ |
| 3. Order placement to commissioning and handover of <b>third batch</b> of 20 haulers  | _____ |
| 4. Order placement to commissioning and handover of <b>fourth batch</b> of 20 haulers | _____ |
| 5. Order placement to commissioning and handover of <b>fifth batch</b> of 17 haulers  | _____ |

The scoring of the Delivery Lead Time will be as follows:

Score	First Batch Delivery Lead Time
<b>0</b>	> 12 months = 0 %
<b>20</b>	> 11 months & < or = 12 months = 20%
<b>40</b>	> 10 months & < or = 11 months = 40%
<b>60</b>	> 9 months & < or = 10 months = 60%
<b>80</b>	> 8 months & < or = 9 months = 80%
<b>100</b>	< or = 8 months = 100%



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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Score	Second Batch Delivery Lead Time
0	> 13 months = 0 %
20	> 12 months & < or = 13 months = 20%
40	> 11 months & < or = 12 months = 40%
60	> 10 months & < or = 11 months = 60%
80	> 9 months & < or = 10 months = 80%
100	< or = 9 months = 100%

Score	Third Batch Delivery Lead Time
0	> 14 months = 0%
20	> 13 months & < or = 14 months = 20%
40	> 12 months & < or = 13 months = 40%
60	> 11 months & < or = 12 months = 60%
80	> 10 months & < or = 11 months = 80%
100	< or = 10 months = 100%

Score	Fourth Batch Delivery Lead Time
0	> 15 months = 0%
20	> 14 months & < or = 15 months = 20%
40	> 13 months & < or = 14 months = 40%
60	> 12 months & < or = 13 months = 60%
80	> 11 months & < or = 12 months = 80%
100	< or = 11 months = 100%

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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Score	Fifth Batch Delivery Lead Time
<b>0</b>	> 16 months = 0 points
<b>20</b>	> 15 months & < or = 16 months = 20%
<b>40</b>	> 14 months & < or = 15 months = 40%
<b>60</b>	> 13 months & < or = 14 months = 60%
<b>80</b>	> 12 months & < or = 13 months = 80%
<b>100</b>	< or = 12 months = 100%

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-8 SBD 5 NIPP Obligation

### THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

#### INTRODUCTION

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

#### 1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$5 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.

- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid number;
  - Description of the goods or services;
  - Date on which the contract was awarded;
  - Name, address and contact details of the contractor;
  - Value of the contract; and
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## 4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - a. the Contractor and the DTI will determine the NIPP obligation;
  - b. the Contractor and the DTI will sign the NIPP obligation agreement;
  - c. the Contractor will submit a performance guarantee to the DTI;
  - d. the Contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;



## TRANSNET PORT TERMINALS

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- f. the Contractor will implement the business plans; and
- g. the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the Employer.

Bid number .....	Closing date: .....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-9: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
 \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the  
 capacity of \_\_\_\_\_, to sign all documents in connection with the  
 tender offer for Contract \_\_\_\_\_ and any contract resulting from it on  
 our behalf.

Name	Address	Signature	Date

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

\_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead partner,

to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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---

#### D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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

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

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

Name of Company/Members of Joint Venture:

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

Signed

Date

Name

Position

Tenderer

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

Tenderer

Part T2: Returnable Schedules  
T2.2-12: Risk Elements



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-13: Site Establishment Requirements

It is anticipated that the Haulers will be delivered complete, but if some site assembly / erection is required, tenderers are to indicate their site establishment requirements, including the following:

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

Signed

Date

Name

Position

Tenderer

## T2.2-14: RFP Clarification Request Form

RFP No: TPT/2022/06/0337/6243/RFP

RFP deadline for questions / RFP Clarifications: **Before 12h00 on 9 November 2022**. Any further requests/clarifications to be strictly directed to The Secretariat, Divisional Acquisition Council [DAC]  
Phumza Lehlohla on [Phumza.Lehlohla@transnet.net](mailto:Phumza.Lehlohla@transnet.net)

ATTENTION: Nomvuselelo Mabuyakhulu

EMAIL                    nomvuselelo.mabuyakhulu@transnet.net

DATE: \_\_\_\_\_

FROM:

RFP Clarification No [to be inserted by Transnet] .....

## REQUEST FOR RFP CLARIFICATION

[illegible]

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-15: Mandatory Critical Spares List

50 Haulers for NCT

Tenderers are to complete this returnable for the critical spares identified by Employer below, for the haulers required for Ngqura Container Terminal (NCT).

Tenderers are reminded that as per the Works Information clause 1.2.1.3, the spares listed below are required.

Item #	Description	Supplier	No Required	Cost per unit	Total Cost
1	Engine		10		
2	Front axle		1		
3	Front wheel hub		5		
4	HDS300 wheel reducer drive axle		1		
5	Transmission		5		
6	Roof mounted aircon (complete)		10		

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## T2.2-16: Mandatory Critical Spares List

47 Haulers for CTCT

Tenderers are to complete this returnable for the critical spares identified by Employer below, for the haulers required for Cape Town Container Terminal (CTCT).

Tenderers are reminded that as per the Works Information clause 1.2.1.6, the spares listed below are required.

Item #	Description	Supplier	No Required	Cost per unit	Total Cost
1	Engine		5		
2	Front axle		2		
3	Front axle		2		
4	Transmission		2		
5	Fifth wheel Assembly		3		

Signed

Date

Name

Position

Tenderer



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## T2.2-17: Recommended Critical Spares

50 Haulers for NCT

### Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended critical spares required to support the 50 Haulers for the first 5 years of operation, which are not included in the 'Mandatory Critical Spares' and 'Maintenance Spares' listed separately.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

Prices to be fixed for a period of 12 months.

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
Etc.					

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## T2.2-18: Recommended Critical Spares

47 Haulers for CTCT

### Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended critical spares required to support the 47 Haulers for the first 5 years of operation, which are not included in the 'Mandatory Critical Spares' and 'Maintenance Spares' listed separately.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

Prices to be fixed for a period of 12 months

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
Etc.					

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## T2.2-19: Maintenance Spares List

50 Haulers for NCT

Tenderers are to complete this returnable for the critical maintenance spares identified by Employer below, for the haulers to support the haulers for the first 12 months required for Ngqura Container Terminal (NCT). Tenderers are reminded that the priced option for the spares listed below may be exercised at awarding of the business.

Item #	Description	Supplier	No Required	Cost per unit	Total Cost
1	Air pressure signal light switch		20		
2	Brake friction plate		80		
3	Brake shoe assembly (rear)		32		
4	Battery master switch		20		
5	Shock absorber		32		
6	Expansion box assembly		16		
7	Central relay		50		
8	Air spring (rear axle air bag)		32		
9	Lower friction plate		80		
10	Lower shoe piece		80		
11	Voltage limit valve		32		
12	Solenoid valve		32		
13	Temperature sensor		30		
14	Fifth wheel lifting cylinder		20		
15	Non-signal switch lock		5		
16	Air spring (Cabin air bag)		20		
17	Supercharge intercooler		10		
18	Water-cooled radiator assembly		10		
19	Button control valve		50		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

Item #	Description	Supplier	No Required	Cost per unit	Total Cost
20	Full hydraulic steering		10		
21	Flash relay		40		
22	Offset terminal truck LED headlights		40		
23	LED front fog lights		40		
24	Wiper/flash interval controller		50		
25	Electric pump assembly / mechanical lock		20		
26	Wheel nut		500		
27	Circulating ball power steering		16		
28	Steering oil reservoir		16		
29	Dry air filter blocking alarm switch		15		
30	7-hole trailer socket		50		
31	Pressure limiting valve (1.0 MPa)		10		
32	Wheel bolts		30		
33	Wheel fastening bolt		500		
34	Brake chamber		10		
35	Turbocharger		5		
36	Brake shoe assembly (front)		5		
37	Air filter outer		50		
38	Terminal truck front and steering light		10		
39	Right front steering light, anterior position light		10		
40	Cab locking		10		
41	Wiper motor		15		
42	Wiper arm		30		
43	Wiper blade		100		
44	Fifth wheel lifting pump		20		
45	Air filter inner		50		

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Item #	Description	Supplier	No Required	Cost per unit	Total Cost
46	Fuel filter		50		
47	Water/fuel separator filter		50		
48	Diesel filter		50		
49	Engine oil filter		50		
50	Steering oil filter		50		
51	Saddle oil return filter element		15		
52	5 <sup>th</sup> wheel		10		
53	5th wheel Control block and magnetic valve		5		
54	Aircon pump		20		
55	Operator seat		10		
56	5th wheel joystick		15		
57	Gear selection panel		20		
58	Spare wheels (rim & tyre)		30		
59	Air horn		30		
60	Cabin door		5		
61	Set of cabin glass (all glass)		5		

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

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## T2.2-20: Maintenance Spares List

47 Haulers for CTCT

Tenderers are to complete this returnable for the critical maintenance spares identified by Employer below, for the haulers to support the haulers for the first 12 months required for Cape Town Container Terminal (CTCT). Tenderers are reminded that the priced option for the spares listed below may be exercised at awarding of the business.

Item #	Description	Supplier	No Required	Cost per unit	Total Cost
1	Filter; fuel p55 0026		60		
2	Filter; oil trans		80		
3	Filter element; hydraulic		20		
4	Filter fluid; cartridge diesel spin-on		200		
5	Filter element; air paper		70		
6	Filter fluid; spin-on oil metal		200		
7	Belt v; fan v-ribbed long 1763 mm rubber		50		
8	Filter element fluid; fuel cartridge diesel		100		
9	Cartridge: air dryer outer diameter 136 x long 167 mm		90		
10	Hose non-metallic; air diameter 5/8 in long 0.920 m		13		
11	Cartridge; poppet 2-way valve		10		
12	Converter dc to dc; input/output 8A		5		
13	Flasher; 24V 6 pin hazard signal 21W		10		
14	Tensioner fan belt		10		
15	Fuel levelling sensor		15		
16	Generator engine assembly		20		
17	Filter element fluid; spin on hydraulic metal		5		

TRANSNET PORT TERMINALS

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Item #	Description	Supplier	No Required	Cost per unit	Total Cost
18	Starter motor; coil 24V		20		
19	Switch pressure; transmission		20		
20	Cap filler opening; diameter 60 mm		4		
21	Connection flexible; water inlet		5		
22	Lamp automotive; semi-sealed beam 55-60W		10		
23	Lamp automotive; semi-sealed 55-60W 24V		10		
24	Housing; filter outer diameter 200 mm water separator		20		
25	Gasket; water pump housing rubber		5		
26	Sensor ambient temp water cooler		16		
27	Pump cooling system engine		12		
28	Seal; water inlet rubber		10		
29	Booster brake; pneumatic		15		
30	Shock absorber vehicular		16		
31	Radiator		2		
32	Valve; pneumatic levelling		4		
33	Plug electrical; male pole 7 pin trailer		7		
34	Plug electrical; female, pole 7 pin		10		
35	Sensor; temperature, range 0-100 degrees		5		
36	Bellows; rear suspension, steel/rubber		10		
37	Cooler; air		3		
38	Relay; 24v 20 - 30a 5pin		15		
39	Tank radiator overflow		5		
40	Gasket pre-cut; exhaust manifold		20		
41	Compressor air;		5		
42	Isolator electrical; 24v pole 2 battery		10		

TRANSNET PORT TERMINALS

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Item #	Description	Supplier	No Required	Cost per unit	Total Cost
43	Blade wiper; windscreen rubber long 600 mm		14		
44	Valve, steering selector arbitral steel		7		
45	Lamp automotive indicator 21W		12		
46	Injector, electronic 10mm		6		
47	Pump; lubricant transfer grease		5		
48	Fan cooling blade 9		2		
49	Jaw set, fifth wheel		2		
50	Pipe; air inner diameter 10mm, long 200mm pvc		10		
51	Coupler; male 6mm brass		10		
52	Compressor aircon		5		
53	Fuse; 63A mainline		20		
54	Coupling; air female		10		
55	Sensor; transmission 5 bar 12-24v		8		
56	Valve; extension flexible (175mm) red		1		
57	Pump; cooling system and water rotary		10		
58	Charge; air pipe inlet		1		
59	Charge; air pipe outlet		4		
60	Brake shoe complete		6		
61	Solenoid coil hersee 24v 24063 box		5		
62	Cap; fuel tank		2		
63	Kit; air pipe, air tank		4		
64	Lamp unit vehicular stop/tail red led		10		
65	Valve; levelling		4		
66	Cylinder assembly hoist		2		
67	Silencer; exhaust		3		
68	Seat vehicular driver		2		



TRANSNET PORT TERMINALS

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Item #	Description	Supplier	No Required	Cost per unit	Total Cost
69	Turbocharger centrifugal		52		
70	Pulley groove v-belt 180mm		4		
71	Isolator; noise		4		
72	Grease non-refill cartridge		10		

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

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## T2.2-21: Recommended Maintenance Spares

50 Haulers for NCT

### Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended maintenance spares required to support the 50 Haulers for the first 12 months of operation, which are not included in the 'Mandatory Critical Spares' and 'Maintenance Spares' listed separately.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
Etc.					

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## T2.2-22: Recommended Maintenance Spares

47 Haulers for CTCT

### Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended maintenance spares required to support the 47 Haulers for the first 12 months of operation, which are not included in the 'Mandatory Critical Spares' and 'Maintenance Spares' listed separately.

Tenderers to indicate those spares that will be available in South Africa (i.e. locally available) and provide a method statement detailing procedure/action plan on how stock will be made available in South Africa.

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
Etc.					

Signed

Date

Name

Position

Tenderer

## T2.2-23: 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 10 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
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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





## TRANSNET PORT TERMINALS

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	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

## 5. BID DECLARATION

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

<sup>1</sup> 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.

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

6.1 B-BBEE Status Level of Contribution: . = ..... (maximum of 10 points)

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

## 7. SUB-CONTRACTING

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

***(Tick applicable box)***

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

[illegible]

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

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

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

## 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 interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

<sup>2</sup> 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.

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 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



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

- consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

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## **T2.2-24 NON-DISCLOSURE AGREEMENT**

**[June 2022]**

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

**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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**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:



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- 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.

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-25: 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

# TRANSNET PORT TERMINALS

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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](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-26: 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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## **T2.2-27: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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

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

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SIGNATURE OF TENDERER



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## **T2.2-28: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form 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



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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:



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- 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



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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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.





## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- 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:



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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- 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 PORT TERMINALS

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Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....

## T2.2-29: 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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### **Conflicts of Interest**

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

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

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

I, \_\_\_\_\_ of \_\_\_\_\_  
(insert name of Director or as per Authority Resolution from Board of Directors) (insert name of Company)

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

TRANSNET PORT TERMINALS  
TENDER NUMBER: TPT/2022/06/0337/6243/RFP  
DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## T2.2-30: SBD1 Form

### PART A

#### INVITATION TO BID

#### YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:

BID NUMBER:	TPT/2022/06/0337/6243/RFP	CLOSING DATE:	14 NOVEMBER 2022	CLOSING TIME:	10:00
DESCRIPTION	MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL				

#### BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL

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

- ☐ Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- ☐ Submit bid documents by uploading them into the system against the tender selected.

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

CONTACT PERSON	Nomvuselelo Mabuyakhulu	CONTACT PERSON	Phumza Lehlohla
TELEPHONE NUMBER	072 735 1899	TELEPHONE NUMBER	031 308 8144
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Nomvuselelo.Mabuyakhulu@transnet.net	E-MAIL ADDRESS	Phumza.Lehlohla@transnet.net

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER:  MAAA:

<p>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</p>	<p>TICK APPLICABLE BOX]</p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	<p>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</p>	<p>[TICK APPLICABLE BOX]</p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p><b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
YES ☐ NO ☐

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
NO ☐ YES ☐

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**





TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## T2.2-31: SBD 9

### SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.

\_\_\_\_\_  
<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-32: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Third Party Liability insurance to the value of R100 000 000.00 (one hundred million). <i>Contractor</i> must have contractor-controlled insurance which covers the project for the manufacture of the 97 Haulers which shall be a minimum of R200 000 000.00 (two hundred million rand)			
Comprehensive all risk asset insurance to the value necessary to cover the contractor's risk.			
Forward Hedging cover in respect of any or probable fluctuations in the foreign exchange rate or interest rates.			

Signed

Date

Name

Position

Tenderer



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-33: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor

(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Date

## T2.2-34: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

**Justification and full details supporting foreign currency requirements to be appended to this Schedule.**

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used are stated in the Contract Data provided by the *Employer*.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer's requirements in full or at all.

Signed

Date

Name

Position

Tenderer

## T2.2-35: Forecast Rate of Invoicing

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

### Index of documentation attached to this schedule:

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

Signed

Date

Name

Position

Tenderer





TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## **T2.2-36: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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.....

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## T2.2-37 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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### **In addition, please take note of the following very important information:**

**1. If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipc.co.za](http://www.cipc.co.za).

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

**2. If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**3. If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

# TRANSNET PORT TERMINALS

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5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

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## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes	No
If <b>YES</b> state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and	

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)					<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							

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% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
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**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required				
<b>EMPOWERING SUPPLIER</b>  An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.  In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.		YES	<input type="radio"/>	NO <input type="radio"/>
<b>FIRST TIME SUPPLIER</b>  A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.		YES	<input type="radio"/>	NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT PLAN</b>  Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).		YES	<input type="radio"/>	NO <input type="radio"/>
<b>DEVELOPMENT PLAN DOCUMENT</b>		YES	<input type="radio"/>	NO <input type="radio"/>

TRANSNET PORT TERMINALS

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Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).	*If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</b>			
Name and Surname		Designation	
Signature		Date	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare  
that \_\_\_\_\_ is not a registered VAT  
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies  
made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million  
threshold, as required in terms of the Value Added Tax Act.

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

**APPENDIX C**

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p>

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

	ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

- 
- Black Military Veterans % = \_\_\_\_\_ %
  - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

---

**Commissioner of Oaths**

Signature & stamp

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisationi-</p>

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

	<p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

- 
- Black Military Veterans % = \_\_\_\_\_ %
  - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
  - Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

---

**Commissioner of Oaths**

Signature & stamp

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## C1.1: Form of Offer & Acceptance

### Offer

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

**MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL**

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

Tenderer's CIDB registration number:

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd operating as Transnet Port Terminals  
2nd Floor, 202 Anton Lembede Street,  
Durban Central  
Durban, 4001

Name &  
signature of  
witness

Date

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the Tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	Transnet SOC Ltd operating as Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban, 4001
	(Insert name and address of organisation)	
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
		<b>Z1: Intellectual property</b>
		<b>Z2: Assignment and waiver</b>
		<b>Z4: Additional clause relating to Performance Bonds and/or Guarantees</b>
		<b>Z5: Additional clauses relating to Joint Venture</b>
		<b>Z6: Additional obligations in respect of Termination</b>
		<b>Z7: Right Reserved by the Employer to Conduct Vetting through SSA</b>
		<b>Z8: Additional Clause Relating to Collusion in the Construction Industry Act</b>
		<b>Z9: Protection of Personal Information Act</b>
		<b>Z10: Anti-corruption, TPTIndemnity</b>

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

10.1 The *Employer* is: **Transnet SOC Ltd**  
**(Registration No. 1990/000900/30)**

Address Registered address:  
**Transnet Corporate Centre**  
**138 Eloff Street**  
**Braamfontein**  
**Johannesburg**  
**2000**

Having elected its Contractual Address for the purposes of this contract as: **Transnet Port Terminals**  
**2nd Floor,**  
**202 Anton Lembede Street,**  
**Durban Central**  
**Durban, 4001**

10.1 The *Project Manager* is: (Name) **Wilbert Dzitiro**

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

Tel **063 296 3973**

e-mail **Wilbert.Dzitiro@transnet.net**

10.1 The *Supervisor* is: (Name) **TBC**

Address **TBC**

Tel No. **TBC**

e-mail **TBC**

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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11.2(13)	The <i>works</i> are	<b>Manufacture, supply, delivery and commissioning of fifty (50) 2 x 4 5th-wheel haulers to Ngqura Container Terminal and forty seven (47) 2 x 4 5th wheel haulers to Cape Town Container Terminal of Transnet Port Terminals (hereinafter referred to as "TPT") including training for operations and maintenance personnel.</b>	
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>	
11.2(15)	The <i>boundaries of the site</i> are	<b>Ngqura Container Terminal and Cape Town Container Terminal</b>	
11.2(16)	The Site Information is in	<b>Not applicable</b>	
11.2(19)	The Works Information is in	<b>Part C3</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>2 weeks</b>	
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>TBC</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Not applicable</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Ngqura Container Terminal</b>	<b>TBC</b>
		<b>2 Cape Town Container Terminal</b>	<b>TBC</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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31.2	The <i>starting date</i> is	<b>TBC</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
	except that the defects correction period for	<b>A defect which renders the machine unusable or unsafe is 5 days.</b>
	and the defect correction period for	<b>A defect which constrains the machines safe operating or operating capacity to 50% or less is 5 days.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

**the number of days with minimum air temperature less than 0 degrees Celsius**

**the number of days with snow lying at 08:00 hours South African Time**

**and these measurements:**

The place where weather is to be recorded (on the Site) is:

**Ngqura Container Terminal and Cape Town Container Terminal**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

**Ngqura and Cape Town**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* provides these additional Insurances

**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site to the value of at least R200 000 000.00 (Contractor Controlled Insurance for the Works).**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

		<p><b>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b></p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<p><b>Contractor to ensure it has Comprehensive All risk asset insurance in respect of any damage to its property, plant and materials for any damage to its property while undertaking the contract works or caused by activities in connections with this contract.</b></p>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<p><b>Employer to ensure as the owner of the goods.</b></p>
<b>9</b>	<b>Termination</b>	<p><b>There are additional Contract Data required for this section of the <i>conditions of contract</i>.</b></p>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<p><b>No additional data is required for this Option.</b></p>
<b>11</b>	<b>Data for Option W1</b>	

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>0.1% of the contract value per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>20% of the total of the Prices</b>

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>An amount being equal to the total Contract Value inclusive of VAT</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>An amount being equal to the total Contract Value inclusive of VAT</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>An amount being equal to the total Contract Value inclusive of VAT</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>An amount being equal to the total Contract Value inclusive of VAT</b>
X18.5	The <i>end of liability date</i> is	<b>A period being twenty four (24) consecutive months after the completion by the Contractor of the whole of the works to the Employer in terms of the Contract. Five years after the defect date for latent defects. Ten years after completion by the Contractor for corrosion protection for the works.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i> are:</b>	
<b>Z1</b>	<b>Intellectual property</b>	<b>Intellectual property rights (including patents, copyright, trademarks etc) rest with the party owning them and the Employer indemnifies the Contractor from any liability arising from infringement of such intellectual property rights.</b>

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**Z2 Assignment and waiver**

**Z2.1** Neither the Employer nor the Contractor may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

**Z2.2** No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

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**Z4 Additional clause relating to Performance Bonds and/or Guarantees**

**Z4.1** 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 Employer by a financial institution reasonably acceptable to the Employer

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**Z4.2 Defects Correction Bond (Retention Bond)**

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 Employer by a financial institution reasonably acceptable to the Employer

The Contractor gives the Employer a Defects correction bond, provided by a bank with a minimum long term credit rating of A – (Fitch rating or equivalent) which the Project Manager has accepted, to the value of 10% Of the Contract Value and in the form set out in document C1.3 Sureties in Part 1 Agreements and Contract Data. The bond will be given to the Employer prior to the final delivery, commissioning, testing and handover of the works.

**Z5 Additional clauses relating to Joint Venture**

**Z5.1**

Insert the additional core clause 27.5

**27.5.** In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* 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;

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

- **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:**
  - i. **of their joint and several liabilities to the Employer to Provide the Works;**
  - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Contractor's representative;**
  - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
  - iv. **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;**
  - v. **the name of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

## Z5.2

**Insert additional core clause 27.6**



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

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**Z6 Additional obligations in respect of Termination**

**Z6.1**

**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**

**Under the second main bullet, insert the following additional bullets after the last sub-bullet:**

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**

**Z6.2 Termination Table**

**The following will be included under core clause 90.2 Termination Table as follows:**

**Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**

**Z6.3**

**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

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**Z7 Right Reserved by the Employer to Conduct Vetting through SSA**

**Z7.1**

**The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:**

**1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**

**2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**

**3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**

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**Z8 Additional Clause Relating to Collusion in the Construction Industry**

**Z8.1**

**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**

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<b>Z9</b>	<b>Protection of Personal Information Act</b>	
<b>Z9.1</b>		<b>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</b>
<b>Z10</b>	<b>Anti-corruption, TPT Indemnity</b>	
<b>Z10.1</b>	<b>Anti – Corruption</b>	<p><b>In the event that the Contractor is alleged to be, or found by any competent court or Tribunal to be involved in any corrupt, unlawful or illegal activities, or is being investigated for any alleged corrupt, unlawful or illegal activity in relation to Transnet or any other party with whom Contractor does business, or if Transnet learns that:</b></p> <ul style="list-style-type: none"> <li><b>a) Improper payments are being or have been made or offered to Transnet officials or any other person by Contractor or those acting on behalf of Contractor with respect to the Services; or</b></li> <li><b>b) Contractor or those acting on behalf of Contractor has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.</b></li> </ul> <p><b>Transnet reserves the right to terminate the aforementioned awarded contract, by giving immediate written notice to the effect that, all or any Agreements it may have with the</b></p>

***Contractor* or any and all Awards made *Contractor* for breach of this clause.**

**Further in the event of such termination, *Contractor* shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by *Contractor* prior to such termination; and further.**

***Contractor* shall be liable to Transnet for any actual damages or remedies as provided either in the Agreements that are to be signed or in law.**

## **Z10.2 Indemnity**

- 1) Contractor irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third- Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by Contractor or any of its employees, security officers, servants, agents , assigns, contractors or sub-contractors, or occurring during or as a result of the provision by the Contractor of the Security Service. Such absolute obligation of Contractor to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:**
  - a) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other**
  - b) liability in respect of lost property belonging to third parties;**
  - c) liability arising out of any unlawful act committed by or *Contractor* or its employees, security officers,**

**servants, agents, contractors and sub-contractors during the process of rendering a Security Service; or at any other time when a claim has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;**

- d) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the *Contractor*, its agents, contractors, sub-contractors in terms of this Agreement.**

- 2) *Contractor* shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.**

- 3) *Contractor* agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to *Contractor* provision of services, its acts, or omissions or those of its agents, employees, sub-contractors, representative/s or other for whom**

**TPT may be / may not be deemed responsible for in terms of the agreement.**

**Z10.3 Protection of Personal Information**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):
 

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
 

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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

YES	
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NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included



## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative:

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14. Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)
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## C1.2 Contract Data

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

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>A</b>	<b>Priced contract with activity schedule</b>			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b>		
		<b>(in words), excluding VAT</b>		
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

22	in	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61	in	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>	
62	in	The percentage for design overheads is	<b>%</b>		
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

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

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

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

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet Port Terminals  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

### Performance Bond for Contract No. TPT/2022/06/0337/6243/RFP

With reference to the above numbered contract made or to be made between

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and

**{Insert registered name and address of the Contractor}** (the *Contractor*), for

**{Insert details of the works from the Contract Data}** (the *works*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing Instructions	2
C2.2	Pricing Schedule	2
	Total number of pages	5



## C2.1 Pricing instructions:

### 1. The *conditions of contract*

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

Clause 11 in NEC3 Supply Contract, April 2013(SC3) core clauses states:

<b>Identified and defined terms</b>	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
<b>Assessing the amount due</b>	50.2	The amount due is
		the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus, other amounts to be paid to the <i>Supplier</i> , less amounts to be paid by or retained from the <i>Supplier</i> .
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

#### 1.2 Function of the *Price Schedule*

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

#### 1.3 Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

entering into this contract.

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

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

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

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

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

### 1.4 Format of the *price schedule*

(From Appendix 5 on page 78 of the SC3 Guidance Notes)

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

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

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

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

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## C2.2 Price Schedule

### C.2.2.1 Option 1

The *Purchaser's* Price Schedule is listed below and is a summation of the Tenderers price Schedule.

The *Employer* requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be **fixed and firm**. Failure to provide a fixed and firm price will declare the Contractor non responsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

For any supply items, it is Transnet's preference to enter into a contract on a **DDP** (Incoterms 2010, Port of Ngqura and Port of Cape Town) basis. Non RSA entities will be considered in terms of relevant legislation. It is the Supplier's responsibility to ensure that they are familiar and can comply with all the applicable legislation relating to this tender such as the DDP Incoterms, Value Added Tax Act 89 of 1991 (VAT) and other applicable laws.

Transnet payment terms will be: 100% payment on delivery

Item	Activity Description	Quantity	Rate	Total Price
<b>1.</b>	<b>MAIN OFFER</b>			
1.1	The manufacture, supply, delivery and commissioning of fifty (50), 4 x 2; fifth-wheel haulers capable of hauling 70,000 kg (excluding hauler mass) for Ngqura Container Terminal.	50		
1.2	The training of operational and maintenance personnel at Ngqura Container Terminal, as per 3.8 of the Employer's Goods Information.	Lot		
1.3	Supply and delivery of mandatory critical spares for fifty (50) haulers for Ngqura Container Terminal to support the haulers for the first five years of operation as listed in returnable T2.2-15	Lot		
1.4	The manufacture, supply, delivery and commissioning of forty-seven (47), 4 x 2; fifth-wheel haulers capable of hauling 70,000 kg (excluding hauler mass) for Cape Town Container Terminal	47		
1.5	The familiarization training of operational and maintenance personnel at Cape Town Container Terminal	Lot		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

Item	Activity Description	Quantity	Rate	Total Price
1.6	Supply and delivery of mandatory critical spares for forty-seven (47) haulers for Cape Town Container Terminal to support the haulers for the first five years of operation as listed in returnable T2.2-16	Lot		
	<b>Total Excl VAT (to be transferred to the Form of Offer)</b>			

Item	Activity Description	Quantity	Rate	Total Price
<b>2</b>	<b>PRICED OPTIONS</b>			
2.1	Supply and delivery of recommended critical spares for fifty (50) haulers for Ngqura Container Terminal to support the haulers for the first five years of operation over and above those listed in returnable T2.2-15. These are to be listed in returnable T2.2-17			
2.2	Supply and delivery of recommended critical spares for forty-seven (47) haulers for Cape Town Container Terminal to support the haulers for the first five years of operation over and above those listed in returnable T2.2-16. These must be listed in returnable T2.2-18			
2.3	Supply and delivery of maintenance spares for fifty (50) haulers to Ngqura Container Terminal to support the haulers for the first one year of operation as listed in returnable T2.2-19			
2.4	Supply and delivery of recommended maintenance spares for fifty (50) haulers to Ngqura Container Terminal to support the haulers for the first one year of operation which are not included in returnable T2.2-19. These must be listed in returnable T2.2-21.			
2.5	Supply and delivery of maintenance spares for forty-seven (47) haulers to Cape Town Container Terminal to support the haulers for the first one year of operation as listed in returnable T2.2-20.			
2.6	Supply and delivery of recommended maintenance spares for forty-seven (47) haulers to Cape Town Container Terminal to support the haulers for the first one year of operation which are not included in returnable T2.2-18. These must be listed in returnable T2.2-22.			
2.7	An engineer(s)/technician(s) stationed on each site for the first 6 months on a 24 hours-a-day basis. The functions of the engineer(s)/technician(s) will be to undertake root cause analysis, provide knowledge transfer to the Employer's maintenance and operations staff, undertake various adjustments as may be required, provide performance records and analysis information reports to the local maintenance manager			



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

### **C3.1 EMPLOYER'S WORKS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5<sup>th</sup>-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5<sup>TH</sup> WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL INCLUDING FAMILIARISATION TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.**

#### **1. Description of the Works**

##### **1.1. Background**

Ngqura and Cape Town Container Terminals (NCT and CTCT) require replacement equipment to increase productivity and container handling abilities at the terminals. As such, a need has arisen for the procurement of new haulers.

##### **1.2. The scope of Works**

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

- 1.2.1.1. The manufacture, supply, delivery and commissioning of fifty (50), 4 x 2; fifth-wheel haulers capable of hauling 70,000 kg (excluding hauler mass) for Ngqura Container Terminal.
- 1.2.1.2. The familiarization training of operational and maintenance personnel at Ngqura Container Terminal.
- 1.2.1.3. Supply and delivery of mandatory critical spares for fifty (50) haulers for Ngqura Container Terminal to support the haulers for the first five years of operation as listed in returnable T2.2-15.
- 1.2.1.4. The manufacture, supply, delivery and commissioning of forty-seven (47), 4 x 2; fifth-wheel haulers capable of hauling 70,000 kg (excluding hauler mass) for Cape Town Container Terminal.
- 1.2.1.5. The familiarization training of operational and maintenance personnel at Cape Town Container Terminal.
- 1.2.1.6. Supply and delivery of mandatory critical spares for forty-seven (47) haulers for Cape Town Container Terminal to support the haulers for the first five years of operation as listed in returnable T2.2-16.

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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### 1.2.2. Priced Options

- 1.2.2.1. Supply and delivery of recommended critical spares for fifty (50) haulers for Ngqura Container Terminal to support the haulers for the first five years of operation over and above those listed in returnable T2.2-17.
- 1.2.2.2. Supply and delivery of critical spares for forty-seven (47) haulers for Cape Town Container Terminal to support the haulers for the first five years of operation over and above those listed in returnable T2.2-18.
- 1.2.2.3. Supply and delivery of maintenance spares for fifty (50) haulers to Ngqura Container Terminal to support the haulers for the first one year of operation as listed in returnable T2.2-19.
- 1.2.2.4. Supply and delivery of **recommended** maintenance spares for fifty (50) haulers to Ngqura Container Terminal to support the haulers for the first one year of operation which are not included in returnable T2.2-19.
- 1.2.2.5. Supply and delivery of maintenance spares for forty-seven (47) haulers to Cape Town Container Terminal to support the haulers for the first one year of operation as listed in returnable T2.2-20.
- 1.2.2.6. Supply and delivery of **recommended** maintenance spares for forty-seven (47) haulers to Cape Town Container Terminal to support the haulers for the first one year of operation which are not included in returnable T2.2-20.
- 1.2.2.7. An engineer(s)/technician(s) stationed on each site for the first 6 months on a 24 hours-a-day basis. The functions of the engineer(s)/technician(s) will be to undertake root cause analysis, provide knowledge transfer to the *Employer's* maintenance and operations staff, undertake various adjustments as may be required, provide performance records and analysis information reports to the local maintenance manager.

## 2. Definitions

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

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

- 2.2. Reference in the *Works* Information and standard specifications to "equipment" means the haulers as defined in the scope of *Works*.
- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1 000kg or approximately 2 204.62 pound mass.
- 2.4. DELIVERY OF WORKS is defined as when the hauler has completed its 40 hour endurance test to the satisfaction of the *Employer*.
- 2.5. *Employer* is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the *Works*; paymaster (i.e. Transnet Port Terminals shall pay); a party to the contract.

## 3 Management and start up.

### 3.1 Management meetings

The *Contractor* shall attend all management meetings as called by the *Project Manager*. It is envisaged that at least monthly contract management meetings, plus weekly site meetings during the delivery/erection phase and daily meetings during the commissioning phase, will be held. The *Contractor* must present all relevant information including quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings. The *Project Manager* shall arrange for regular inspections during the manufacturing phase in accordance with agreed hold and witness points and shall also be used as a manufacturing progress report evaluation.

The *Contractor* shall attend risk reduction meetings as and when called by the *Project Manager*.

### 3.2 Documentation control

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

### 3.3 Safety risk management

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

### 3.4 Environmental constraints and management

All aspects of the *works* must comply with the *Employer's* environmental management plan, statutory requirements and regulations made by relevant authorities and the *Contractor* must ensure compliance of Site activities as well as the design of the equipment supplied.

### 3.5 Quality assurance requirements

Refer to EEAM-Q-009 for the *Employer's* Quality Management

Special attention must be paid to the following:

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

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

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

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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### **3.6 Programming constraints**

#### **3.6.1 General**

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

#### **3.6.2 Programme submission**

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

The preferred software package is Microsoft Projects or similar approved.

#### **3.6.3 Contract programme (baseline)**

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

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

#### **3.6.4 Revisions to contract schedule**

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

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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

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

### **3.6.5 Supplementary programmes**

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

### **3.6.6 Cash flow**

The *Contractor* shall submit to the *Project Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

### **3.6.7 Progress reporting**

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

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

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

### **3.6.8 Progress monitoring and review**

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

- percentage complete.
- forecast completion date;
- deviations from the baseline programme; and

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

- actions required to remedy any deviations.

### 3.6.9 Monthly status report

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

As a minimum the report shall include:

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

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

### 3.7 Contractor's management, supervision and key people

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

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

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

### 3.8 Training workshops and technology transfer

- The following *Employer's* personnel will be made available for training by the *Contractor* in their various functions at the relevant terminals:

Terminal	NCT	CTCT
Supervisor	1	2
Mechanical	13	13
Electrical	2	2
Drivers/ Trainers	20	12

- These numbers are indicative only and may vary due to additional requirements of the *Employer* for the operation and maintenance of the equipment.
- The training of *Employer's* operational staff must be completed prior to commencement of Endurance Test and must be allowed for in the Contractor's Programme.
- All personnel that have undergone successful training are to be issued with certificates by the Contractor. Copies of certificates are to be included in the final handover pack.
- The trainers are required to be fluent in English.

### 3.9. Technical Training

Technical training will include, but not limited to, detailed training on the following:

- Scheduled hourly maintenance
- Injector removal, replacement and settings
- Tappet removal, replacement and settings
- Engine management system
- Engine trouble shooting/fault finding
- Gasket replacement
- Oil cooler replacement
- Transmission control unit fault finding
- Braking and hydraulic systems

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## 4 Engineering and the *Contractor's* design

### 4.1 *Employer's* design requirements

The equipment shall be designed to comply with the *Employer's* Technical Specification for internal haulers, document number: **TPT\_2x4\_Terminal Hauler Rev 6**.

#### 4.1.1 Deviations from the *Employer's* Technical Specifications for 2x4 Hauler TPT\_2x4\_Terminal Hauler Rev 6

4.1.1.1 Clause 3.14.2 of the Technical Specification shall change to "Fault finding hardware and software with output connection to a Field PG device together with the Field PG device shall be supplied. Contractor shall load software onto the Field PG device and provide the manuals in English giving description of fault codes. Training related to the fault-finding system shall also be provided.

#### 4.1.2 Site Specific Requirements (NCT & CTCT)

4.1.2.1 The hauler shall be capable of hauling a fully laden trailer with a total mass of 70 000 kg, excluding the mass of the hauler but including the mass of the trailer, up to 30km/hr up a gradient of 1:80.

4.1.2.2 The haulers shall be capable of achieving the following speeds:

No	Maximum Load to be achieved	% Incline	Gradient	Speed
1	70 000 kg	1,25 %	1:80	≥ 25km/h
2	70 000 kg	Flat area (0%)	Flat area	≥ 30km/hr

**Note:** As far as possible the 4 x 2 haulers are to standardise on components.

4.1.2.3 The Fifth Wheel to be used in conjunction with a trailer kingpin size of three and half inches (3.5")

4.1.2.4 Coupling for air connections on the hauler shall be 22mm palm type quick coupling with non-return valve.

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

4.1.2.5 The rear window shall be wide and high enough to allow for clear view of the crane spreader by the driver while seated on the driver's seat of the haulers.

4.1.2.6 The hauler shall be fitted with window about a third of the roof at the back.

4.1.2.7 The hauler must be fitted with a full power steering and not just a power assisted steering.

4.1.2.8 The haulers **need to be homologated** but need not be registered nor licensed.

Homologation needs to be in compliance to the National Regulator for Compulsory

Specifications Act 5 of 2008 (NRCS) of South Africa. The homologation process is described in SANS 10267; Homologation of Motor Vehicle Models.

4.1.2.9 The hauler shall have an engine capacity not less than 172 KW.

4.1.2.10 The 4 x 2 hauler shall have a keyless ignition system with a start/ stop button.

4.1.2.11 The 4 x 2 hauler shall be fitted with an online fleet management system including dashboards for alarms, live GPS positions and operational performance. A minimum of the following data sets shall be collected:

- a) Equipment alarms – machine warnings, notifications and faults,
- b) Events – Container pick-up, container drop-off, turnaround time,
- c) Machine data – Fuel level, working hours,
- d) Asset tracking – GPS position, driving speed and fast and slow driving.

### 4.1.3 Online Fleet Management System

The haulers shall be fitted with an online fleet management system including dashboards for alarms, live GPS positions and operational performance. The online hauler/fleet monitoring system is a mandatory requirement for this tender. A minimum of following data sets shall be collected:

- a) Equipment alarms - machine warnings, notifications, faults
- b) Events - container pick-up, container drop-off, turn-around time
- c) Machine data - Fuel level, working hours, etc
- d) Asset tracking – GPS position, driving speed, fast/slow driving etc

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

### 4.1.4 General Requirements

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

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

### 4.1.5 Environmental Conditions

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

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

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

### 4.1.6 Operating and maintenance manual

The *Contractor* shall provide 3 hardcopies and 2 electronic copies of all the operating and maintenance manuals which must include part numbers for each part of the hauler in English.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

## **5 Procurement**

### **5.1 Contractor's procurement of Plant and Materials**

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

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

### **5.2 Spares and consumables**

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

### **5.3 Tests and inspections before delivery**

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

## **6 Delivery Place and Delivery of the Works**

### **6.1 Delivery Place and Working Areas**

#### **6.1.1 Working Areas**

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

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

The Delivery Place is located at the Port of Ngqura and at the Port of Cape Town, South Africa. The area of operation for the haulers is within the premises of Ngqura Container Terminal and Cape Town Container Terminal. Should the priced options of this contract be exercised, the delivery place will be the relevant port terminal mentioned in the priced options.

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

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

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

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

### 6.1.2 Clearing of Delivery Place

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

### 6.1.3 Customs and port regulations

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

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

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

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

### 6.1.4 Health and safety facilities at the Delivery Place

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

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

## 6.2 Completion, testing, commissioning and correction of Defects

### 6.2.1 Work to be done by the Completion Date

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

### 6.2.2 Testing and commissioning

#### 6.2.2.1 Prerequisites for commissioning

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

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

# TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

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

## 6.2.2.2 Testing and commissioning

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

After approval of the test and inspection protocol by the *Project Manager*, the *Contractor* shall fully test the equipment in the presence of the *Project Manager* and according to the approved protocol. As far as practical the equipment shall be fully tested prior to it being moved into the operational area.

Load testing on the equipment, where applicable, shall be performed at the Delivery Place in accordance with the South African Occupational Health & Safety Act (110% overload tests). The *Contractor* shall be responsible for the supply of all load testing masses and measuring instruments. The load test shall be carried out by a registered Lifting Machinery Inspector, appointed by the Contractor. Load shall be defined as the safe working load when the equipment is working at maximum capacity, and including dynamic factors such as wind loads, shock loads due to acceleration and deceleration, etc.

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

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

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

## TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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### 6.2.2.3 Endurance Testing

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

The Endurance Test will constitute a minimum of 40 hours. The *Employer* will operate the hauler for the 40 hour endurance test which will be done with cargo and the hauler will be operated by the *Employer* under guidance of the *Contractor*. The *Employer* will Take-Over the Haulers on successful completion of the 40hr endurance test. If any of the haulers fail the 40 hour endurance test and the actual rectification of defect/fault takes longer than 2 hours, the endurance test shall commence afresh on the hauler.

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

### 6.2.3 **Technical support after Completion**

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

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/06/0337/6243/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF FIFTY (50) 2 x 4 5th-WHEEL HAULERS TO NGQURA CONTAINER TERMINAL AND FORTY SEVEN (47) 2 x 4 5TH WHEEL HAULERS TO CAPE TOWN CONTAINER TERMINAL OF TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

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## **7 Plant and Materials standards and workmanship**

### **7.1 Referenced standard specifications**

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

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

### **7.2 General**

All Plant and Materials shall be new.

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

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

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

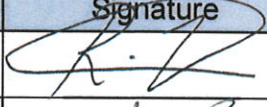

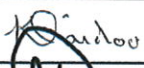



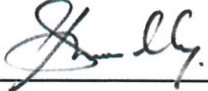


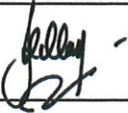




All fatigue sensitive welds on manufactured components shall be post weld treated by local burr grinding and shot preening afterwards.

## **TECHNICAL SPECIFICATION**

**SUBJECT** : 2x4 Terminal Hauler  
**DOCUMENT NO** : TPT\_TS\_2x4Terminal Hauler  
**REV NO.** : 6  
**DATE OF ISSUE** : 07 March 2022

AMENDMENT RECORD					
Rev	Section	Description of Change			
4	2.1.1	The hauler shall be capable of hauling a fully laden trailer (mass of trailer as indicated in the Goods Information) up to a speed of 20km/hr at an incline of 12 degrees.			
	2.1.3	Replaced the 30km/h at a gradient of 1:80 and added: The hauler shall be capable of achieving the following speeds:			
		No	Maximum load to be hauled	Incline	Speed
		1	70,000 kg	12 degrees	20km/h
		2	70,000 kg	Flat area	≥ 30km/h
	3.13.11	Combined 3.13.11 and 3.13.12			
	3.13.12	Replaced by: The fuse box shall be provided with a schematic diagram showing the fuse rating as well as where it is fitted in the electrical circuit.			
	4.2.1	Change build to “built”			
	4.3	Change suppression to “protection”			
	6.6	Changed established to “durable and reputable”			
5	2.1.1	The hauler shall be capable of hauling a fully laden trailer (mass of trailer as indicated in the Goods Information) at a speed of 25km/hr at an incline of 1.25% .			
	2.1.3	Revised the table on Revision 4 to the following:			
		No	Maximum load to be hauled	% Incline	Gradient
		1	70,000 kg	1.25%	1:80
		2	70,000 kg	Flat area (0%)	Flat area
	2.1.4	Added a new clause specifying the minimum engine capacity of 172kW			



CHANGE MANAGEMENT CONTROL			
Reviewed and Approved by Engineering Equipment Specifications Committee Members:			
Name	Position	Signature	Date
Rofhiwa Takalani	Chief Engineer (COE)		07/03/2022
Ben Blom	Senior Project Execution Manager		7 March 2022
Kris Naidoo	Quality Manager		07/03/2022
Timothy Gwala	Senior Engineering Manager		15/03/2022
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# **CONTENTS**

	<b><u>Page No.</u></b>
<b>1. Scope</b>	<b>3</b>
<b>2. Operational Requirements</b>	
2.1 Equipment Functionality and Design	3
2.2 Site Specific Requirements	3
2.3 Ergonomics	3
<b>3. Technical / Technology Requirements</b>	
3.1 Chassis	5
3.2 Hydraulic Lift Boom	6
3.3 Lift Boom Hydraulic System	6
3.4 Fifth Wheel	6
3.5 Engine	6
3.6 Transmission	7
3.7 Front Axle and Suspension	7
3.8 Rear Axle and Suspension	7
3.9 Road Wheels	8
3.10 Fuel Tank	8
3.11 Brakes	9
3.12 Steering System	9
3.13 Electrical	9
3.14 Instrumentation	10
3.15 Air-conditioner	11
3.16 Painting Corrosion Protection	11
3.17 Signage and Markings	12
<b>4. Safety and Environment</b>	
4.1 Safety Requirements	12
4.2 Environmental Requirements	12
<b>5. Maintenance Requirements</b>	
5.1 Lubrication	13
5.2 Accessibility	13
<b>6. General</b>	<b>13</b>
<b>7. Referenced Specifications</b>	
7.1 Standard specifications	14
7.2 Employer specifications	14

## 1. **Scope**

This specification is for an automatic transmission 2 wheel drive, right hand cab internal hauler with an elevating fifth wheel.

The vehicle shall be utilised for hauling of trailers carrying containers (one 40ft, two 20ft ISO containers or one 20ft tank container) or skips (20 ton, 25 ton and 40 ton skips). The containers can be empty or fully laden up to the maximum load as allowed for in the ISO standard. The tank container can have a total mass of 38,000 kg. In the case of the 20 ft ISO containers, the total mass of each container is 30,480 kg.

The vehicle shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended or equivalent international standard for mobile rubber tyred Terminal Haulers equipment such as ISO, DIN, etc.

The hauler shall be able to negotiate speed bumps and full oscillation of the axles is required to allow for working on uneven surfaces.

## 2. **Operational Requirements**

### 2.1 **Equipment Functionality and Design**

2.1.1 The hauler shall be capable of hauling a fully laden trailer (mass of trailer as indicated in the Goods Information) at a speed of 25km/hr at an incline of 1.25% incline / (gradient 1:80).

2.1.2 The hydraulic lifting boom on the hauler shall have a minimum lifting capacity of 35 000 kg. During travelling the height of the fifth wheel must remain fixed.

2.1.3 The hauler shall be capable of achieving the following speeds:

No	Maximum load to be hauled	% Incline	Gradient	Speed
1	70,000 kg	1.25%	1:80	≥ 25 km/h
2	70,000 kg	Flat area (0%)	Flat area	≥ 30km/h

2.1.4 It is required that the engine capacity should not be less than 172kW.

### 2.2 **Site Specific Requirements**

Refer to the Goods Information for the following specific requirements:

2.2.1 Total mass of the trailer to be hauled (excluding the mass of the hauler but including the mass of the trailer)

2.2.2 Pin size on the fifth wheel; i.e. 2 inch or 3.5 inch

2.2.3 Coupling type for airline connections

2.2.4 Homologation, registration and licensing requirements for haulers.

## **2.3      Ergonomics**

### **2.3.1      Operator's Cab**

- 2.3.1.1      The driver's cabin shall be ROPS/FOPS certified in terms of SANS 3471 and SANS 3449.
- 2.3.1.2      A cabin side door lockable from inside and outside is required.
- 2.3.1.3      The cab shall be of sturdy construction, waterproof and dustproof.
- 2.3.1.4      The driver's seat shall be fully adjustable full suspension seat to allow for a comfortable driving position, in accordance to EN13059.
- 2.3.1.5      Seats shall be upholstered with good quality hard wearing material.
- 2.3.1.6      The cab shall tilt forward or sideways to enable access to the engine bay for maintenance purposes.
- 2.3.1.7      The cab shall be securely lockable when tilted.
- 2.3.1.8      The cab mounting hinges and hinge fasteners shall be stainless steel.
- 2.3.1.9      Neoprene pads shall be fitted where the cab rests on the chassis to prevent scuffing between the mating surfaces.
- 2.3.1.10      The cab body shall be corrosion proof.
- 2.3.1.11      Electric windscreen wipers, complete with washers, shall be fitted to the front, rear and top windows.
- 2.3.1.12      A demister/heater, in addition to an air conditioner as specified, with a three speed blower shall be supplied.
- 2.3.1.13      All windows shall be non glare laminated safety glass.
- 2.3.1.14      The cab shall be designed to minimise internal reflections on the windows.
- 2.3.1.15      The noise level inside the cab shall not exceed 75 dB(A).
- 2.3.1.16      Bolt on wide view convoy mirrors which enable the driver to have an unobstructed view behind both sides of the hauler / trailer combination shall be fitted.

## **3.      Technical Requirements**

### **3.1      Chassis**

- 3.1.1      An all welded steel chassis is required.
- 3.1.2      The hauler shall be supplied with high resistance front and side bumpers to protect the hauler against damage. The bumpers shall be off the bolt on type to enable replacement or repair.
- 3.1.3      Access steps shall be provided on both sides of the hauler.

- 3.1.4 The area behind the cab shall be flat with no protruding part, and shall be laid out with non-slip aluminium or galvanised steel grating.
- 3.1.5 Mud flaps shall be fitted over the rear wheels.
- 3.1.6 Hauler shall be supplied with front and rear towing pins, with air connection at the front as well.

### **3.2 Hydraulic Lift Cylinder**

- 3.2.1 Two hydraulic lift Cylinder having a minimum total lifting capacity of 35,000 kg shall be supplied.
- 3.2.2 The vertical travel on the fifth wheel shall be at least 1000mm.
- 3.2.3 The SWL of the boom shall be painted in 75mm high letters on both sides of the fifth wheel as well as hard stamped on the frame on both sides.

### **3.3 Hydraulic Lift cylinder system**

- 3.3.1 Hydraulic cylinder actuating pressure not to exceed 14MPa.
- 3.3.2 The hydraulic system shall be fitted with features to prevent the over pressurisation of the various systems.
- 3.3.3 The supplier shall provide full details of the hydraulic circuit and filtration system , including a detailed operating philosophy, schematics and bill of materials.
- 3.3.4 The hydraulic oil reservoir shall be fitted with a sight glass suitable for visual inspection of the fluid level.
- 3.3.5 Non-collapsible efficient hydraulic filter, with blockage indicator, shall be incorporated into the suction line of the hydraulic pump.
- 3.3.6 The hydraulic valves shall be grouped together for ease of maintenance.
- 3.3.7 Hydraulic pressures test points shall be fitted and grouped together.
- 3.3.8 Where possible steel tubing, which shall be treated with suitable corrosion protection, in lieu of rubber hosing shall be used for hydraulic lines.
- 3.3.9 The boom shall be operated from a control valve in the cab.
- 3.3.10 The control must be placed in a position affording maximum comfort and ease of operation.
- 3.3.11 Cylinder shaft shall be Induction Hardened Chrome
- 3.3.12 Each hydraulic cylinder must be load tested to at least 25 Tons: ( test certificate to be provided)

### **3.4 Fifth Wheel**

- 3.4.1 An 'off highway' semi oscillating stationary fifth wheel having a vertical load capacity of 35,000 kg to support load imposed by a fully laden trailer is required.
- 3.4.2 The height of the fifth wheel when lowered shall be 1100mm.

3.4.3 The fifth wheel shall be fitted with fail safe pneumatic operated locks operated from a control panel in the cab.

3.4.4 The control panel shall be fitted with visual and audible devices indicating the status of the locking mechanism.

### **3.5 Engine**

3.5.1 Engines shall be robust and have sufficient power for the duty required.

3.5.2 The engine shall be easily accessible for maintenance purposes.

3.5.3 The engine shall comply as a minimum with 'EUROMOT II' emission standards.

3.5.4 An efficient three-stage dry type air cleaner (stage 1 - spinner, stage 2 - centrifugal, stage 3 - dry element) shall be fitted.

3.5.5 The air intake shall not be positioned near any of the wheels.

3.5.6 The exhaust shall be sufficiently silenced and positioned to maintain 75 dB in the cabin.

3.5.7 A full-length stainless-steel exhaust shall be fitted.

3.5.8 The exhaust outlet must be of the 'goose neck' type to prevent the ingress of rain water under any operational or non-operational conditions.

3.5.9 The exhaust pipe must be protected by a stainless-steel heat shield if it is exposed and could cause injury to the driver or any other person.

3.5.10 The outlet manifold must be protected by a heat shield if exposed when the engine compartment is opened.

3.5.11 An efficient pressure fed engine lubrication system is required and shall incorporate an external oil filter of the full flow type.

3.5.12 The cooling system shall be filled with a coolant mixture which complies to the engine manufacturer's specifications.

3.5.13 An engine monitor and cut-out system shall be fitted to protect the engine from over-heating, low engine coolant level, low oil level / pressure and over revving under no load conditions.

3.5.14 The following functions shall be monitored: water temperature, water level and oil pressure.

3.5.15 The oil dipstick to be sealed and positioned in such a way to prevent ingress of water during high pressure cleaning

3.5.16 The engine shall be fitted with an Electronic Management System (EMS). The EMS shall allow for orderly shutting the engine down to allow sufficient cooling of the turbocharge system.

3.5.17 The EMS shall be provided with the sensor to enable engine shutdown when idling and the seat is not occupied for a predetermined time lapse. (Supplier to indicate the time period. However, facility must be available to allow Purchaser to adjust the time period. To be clarified as part of the Works Information )

### **3.6 Transmission**

- 3.6.1 The transmission shall be governed not to exceed a speed of 30 km/hr.
- 3.6.2 A fully automatic transmission is required.
- 3.6.3 The ratios must be ideally suited for the application.
- 3.6.4 An external screw on type filter must be fitted on the oil cooling system of the transmission.
- 3.6.5 The transmission must be fitted with a tamperproof mechanical or electronic forward/reverse protection device. It must prevent the driver from engaging reverse whilst the machine is still moving forward and vice versa.
- 3.6.6 The transmission shall be fitted with a transmission oil pressure monitoring system, that will automatically cut out the hauler should the transmission oil pressure drop below the operating pressure parameter. Oil pressure monitoring system shall be linked to an alarm in the operator's cabin.
- 3.6.7 The transmission shall be fitted with a transmission oil temperature monitoring system, that will automatically cut out the hauler should the transmission oil temperature increase beyond the maximum allowed operating temperature parameter. The monitoring system shall be linked to an alarm in the operator's cabin.

### **3.7 Front Axle and Suspension**

- 3.7.1 A parabolic leaf suspension with integrated double acting hydraulic shock absorbers shall be fitted.

### **3.8 Rear Axle and Suspension**

- 3.8.1 A hub reduction rear axle having a rated capacity of at least 40,000kg at 15 km / hr and 50,000 kg static is required.
- 3.8.2 A complete air suspension system with integrated double acting hydraulic shock absorbers shall be fitted.

### **3.9 Road Wheels**

- 3.9.1 Tyres shall be of the Industrial type with stated load rating as follows:
  - for rear tyres not less than 7,700 kg per tyre at 25 km / hr
  - for front tyres not less than 7,000 kg per tyre at 25 km / hr
- 3.9.2 Tyres manufactured in the Republic of South Africa or tyres which are readily available in South Africa will be preferred.
- 3.9.3 Tyres and rims must conform to the standards as laid down in S.A.N.S. ARP 007 and ARP 008 and shall be of an approved brand.
- 3.9.4 "Hub piloted" or "Spigot mounted" rims shall be supplied.
- 3.9.5 Wheel nut position indicators shall be provided for all wheel nuts.
- 3.9.6 A tyre pressure monitoring system shall be provided.

### **3.10 Fuel Tank**

- 3.10.1 A stainless steel or durable high density plastic fuel tank is required.
- 3.10.2 The tank capacity must allow for enough fuel for continuous operation for at least 10 hours.
- 3.10.3 The fuel line between the tank and the fuel pump must be fitted with an inline fuel filter and water trap.
- 3.10.4 The tank must be protected from accidental damage from all sides.
- 3.10.5 The fuel cap(s) must be lockable. The tank must be fitted with a lockable manual drain valve.

### **3.11 Brakes**

- 3.11.1 An ABS brake system shall be supplied.
- 3.11.2 The brake system shall enable the vehicle to comply with the latest specifications SANS 1027 and SANS SV1051, as well as the South African Road Traffic Act.
- 3.11.3 A dual circuit compressed air brake system fitted with dual line trailer brake connections shall be supplied.
- 3.11.4 The latest technology low maintenance brake system shall be fitted.
- 3.11.5 An air charge line for releasing brakes, complete with couplings, shall be fitted to the front of the hauler.
- 3.11.6 The brakes shall be fitted with automatic adjusters.
- 3.11.7 Spiral hoses for braking, equipped with heavy duty couplings matching those of the trailers, shall be fitted as follows:
  - Red for "Emergency" line fitted with a male coupling
  - Yellow for "Service" line fitted with a female coupling
- 3.11.8 Spring loaded parking brake acting on the rear axle brakes shall be provided.

### **3.12 Steering System**

- 3.12.1 The vehicle shall be fitted with a hydrostatic power steering system.
- 3.12.2 The power steering system shall be effective at idling speed.
- 3.12.3 Steering shafts shall be fitted with dust boots.

### **3.13 Electrical**

- 3.13.1 A 24-volt negative earth system is required.
- 3.13.2 An alternator in lieu of a generator is required.
- 3.13.3 Two heavy duty maintenance free 12/16-volt batteries shall be supplied and fitted in a suitable lockable corrosion proof battery carrier or tray.



- 3.13.4 The batteries shall be accessible from the top for easy maintenance.
- 3.13.5 A battery isolating switch shall be fitted.
- 3.13.6 The machine shall be fitted with suitable headlights, tail/stop lights, reverse lamp and direction indicator lights, front and rear. All lights, except headlight, shall be of the LED type. Headlamps should be able to withstand water at operating temperature.
- 3.13.7 A back up buzzer shall be fitted and shall be in the range of 80 – 85 db. Reverse lamp and backup buzzer to only activate when reverse is selected.
- 3.13.8 An audible hooter shall be fitted with a minimum sound level of 93dB as per SANS 10169:2004.
- 3.13.9 An amber strobe light shall be fitted in such a manner as to not hinder the operator. The position of the strobe light shall be agreed upon with the Supply Manager.
- 3.13.10 All electric wiring shall be colour coded, numbered, grommited, sleeved, trunked and securely clamped. Wire numbers to be carried through into the schematic diagrams and detailed drawings
- 3.13.11 Fuse panel/trip switches shall be easily accessible and be fitted with a locking device.
- 3.13.12 The fuse box shall be provided with a schematic diagram showing the fuse rating as well as where it is fitted in the electrical circuit.
- 3.13.13 An electrical power take off point for boost charging the batteries shall be supplied and fitted with a two-pin female receptor rated for 600V 175A (“ANDERSON” or equivalent)
- 3.13.14 Electronic components must be protected from the surge in power whilst jump starting. Details of protection system used shall be furnished.
- 3.13.15 A heavy-duty starter motor shall be fitted.
- 3.13.16 A facility must be provided to prevent the starter motor from being energised whilst the engine is running.
- 3.13.17 Starter motor shall be readily available locally in South Africa.
- 3.13.18 The hauler shall be fitted with a heavy-duty SAE 7-pole male connector (SABS 1327 – 1981) for connection to trailers for trailer lights.
- 3.13.19 A spare 12 Volt connection shall be made available in the operator’s cabin for the connection of a two-way radio.
- 3.13.20 A mounting bracket and spare 24 V connection point shall be made available in the operator’s cabin for mounting and connecting the terminal operational equipment to.
- 3.14 Instrumentation**
- 3.14.1 The following instruments or gauges, amongst others, shall be fitted and these must be clearly visible to the operator at all times:

- Speedometer with odometer
  - Temperature gauge for engine coolant
  - Electric fuel gauge
  - Engine oil pressure gauge or warning light
  - Engine hour meter
  - Transmission oil pressure fault indication
  - Low pressure warning light for air brakes
  - A back lit instrument panel is required
- 3.14.2 Fault finding hardware and software, with output connection to a laptop computer, shall be supplied. Supplier shall load software onto client's laptop, and provide the manuals and training related to the fault finding system. Supplier to specify laptop requirements.

### **3.15 Air-conditioner**

- 3.15.1 Ambient temperatures encountered may range from -5° C to +40° C dry bulb, with relative humidities varying from 15% to 100%.
- 3.15.2 Accessibility to all parts of the air-conditioner, ease of maintenance and simplicity of control and operation are essential.
- 3.15.3 All the components must be of proven design.
- 3.15.4 All the components must be dust proof and watertight.
- 3.15.5 It is essential that the air-conditioner be as silent as possible in operation, particularly regarding the condenser and air circulating fans.
- 3.15.6 The compressor must be driven by the engine.
- 3.15.7 The evaporator must be of sufficient capacity to meet the cooling requirements of the cab.
- 3.15.8 The air must be distributed environmentally and not directly onto the driver and must regulate the temperature between 18° C and 24° C (dry bulb).
- 3.15.9 Liquid and oil level indicators with adequate sight glasses must be provided.
- 3.15.10 Braided flexible tubing must be used to make connections to the compressor.
- 3.15.11 High and low pressure protection must be provided.
- 3.15.12 The refrigerant must preferably be R134a.
- 3.15.13 The electrical system shall be suitably protected.
- 3.15.14 Air-conditioner shall be locally supported with spares available locally.
- 3.15.15 The compressor must be installed in a position where it cannot be damaged.
- 3.15.16 When operator's cabin door/s is left open the air-conditioner shall switch off after a predetermined time lapse. (Supplier to indicate the time period.)
- 3.15.17 The air-conditioner shall have a heavy-duty air filter if hauler is used in a bulk or multi-purpose terminal, and a medium duty air filter if used in a container or Ro-Ro terminal. The Supplier shall refer to the Goods Information for the terminal where the unit is intended to be used.

### **3.16 Painting Corrosion Protection**

- 3.16.1 The hauler shall be painted in accordance with the Specification EEAM-Q-008. (Corrosion Protection).
- 3.16.2 The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for in the EEAM-Q-008 (Corrosion Protection Specification) and the manufacturer is able to provide a 10 year warranty on the provided paint according to BS 5439, Table 3, part 9, to ensure that the condition of the surface will be at least RE2 on the European scale of degree of rust, after 10 years in an environment of frequent salt spray, chemicals and polluted coastal atmosphere.
- 3.16.3 When using the Specification EEAM-Q-008. (Corrosion Protection) total paint dry film thickness shall not be less than 250µm.
- 3.16.4 Should a tenderer wish to offer coating systems other than those specified, as an alternative, he shall submit full technical details and a list comparing all appropriate details of the alternatives
- 3.16.5 The colour scheme of the vehicle shall be Transnet colour as follows:
  - Cab, chassis and wheel rims painted red to colour specification RAL 3020.
- 3.16.6 No other colours shall be accepted.
- 3.16.7 All joints on the chassis must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.
- 3.16.8 Drain holes must be provided in areas where water can accumulate.

### **3.17 Signage and Markings**

- 3.17.1 A data plate as required by the South African Road and Traffic Act shall be fitted.
- 3.17.2 Durable, ultraviolet resistant and weather resistant warning signs shall be provided at all locations on the hauler that impose a danger.
- 3.17.3 Durable, ultraviolet resistant and weather resistant information signs shall be provided in specific locations to assist the driver/maintenance staff with the operation/maintenance of the hauler.
- 3.17.4 A fuse diagram shall be displayed at the fuse box.
- 3.17.5 Retro-reflective tape shall be fitted to both sides and the rear of the hauler.
- 3.17.6 The Transnet Logo, in white, is to be provided on each side of the machine. (Position and size to be agreed.)

## **4. Safety and Environment**

### **4.1 Safety Requirements**

- 4.1.1 The hauler shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended.
- 4.1.2 Access steps and safety handrails shall be provided.

- 4.1.3 All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material.
- 4.1.4 Warning stickers shall be provided at all locations that impose a danger.
- 4.1.5 Suitable fire extinguishers shall be provided and fitted where it will not be in the driver's way.

## **4.2 Environmental Requirements**

- 4.2.1 The machine shall be mainly built of recyclable material where practical.

## **4.3 Fire Protection**

- 4.3.1 A 9kg CO<sub>2</sub> fire extinguisher shall be provided with a storage compartment.

# **5. Maintenance**

## **5.1 Lubrication**

- 5.1.1 The machine must be fitted with a centralised manual greasing system.
- 5.1.2 The grouped grease points must be clearly marked by means of a red circle of approximately 2.5 cm in diameter.
- 5.1.3 The fifth wheel shall be designed to require a minimum of lubrication maintenance.

## **5.2 Accessibility**

- 5.2.1 All replaceable items including (but not limited to) critical components shall be designed for easy access, removal and replacement.

# **6. General**

- 6.1 All components fitted and supplied shall be new.
- 6.2 All components shall be installed and fitted according to the manufacturer's recommendations.
- 6.3 The machine shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be graduated in Systeme International (S.I.) units.
- 6.4 The machine must be supplied with detailed maintenance, operating, training and spares manuals (in English), including technical data for each spare, as well as general arrangement drawings and a bill of materials. Maintenance manuals to have sufficient information to allow terminal to capture maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and two electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee.

- 6.5 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape or sprayed with a petrolatum primer to prevent corrosion.
- 6.6 Vee-belts and pulleys shall be of durable and reputable standard.
- 6.7 The hauler shall be fitted with an adjustable speed governing device with two automatically activated settings for hauling loaded trailers and empty trailers.
- 6.8 Bearings shall be rated for a L10 service life under the stated maximum loads and conditions encountered in a Port working environment.
- 6.9 The vehicle will only travel within the boundary of the port; however, it shall comply with the requirements of The South African Road Traffic Act where applicable.

## **7. Referenced Specifications**

### **7.1 Standard specifications**

The following, not necessarily comprehensive, list of standard specifications is relevant:

ANSI/AWS D1.1	Structural Welding Code - Steel
BS-EN 287 Part 1	Approval testing of welders/fusion welding
BS-EN 288 Part 3	Specification and approval of welding procedures for metallic materials
BS 5135	Metal arc welding of carbon and carbon manganese steels
BS 3923	Methods for ultrasonic examination of welds
BS 2600	Radiographic examination of fusion welded butt joints in steel
BS 5493	Code of practice for protective coating of iron and steel structures against corrosion
DIN 1026	Metric channels
ISO R657	Angles
SANS 135	ISO metric bolts, screws and nuts (hexagon and square) (coarse thread, free fit series)
SANS 136	ISO metric precision hexagon-head bolts and screws, and hexagon nuts (coarse thread medium fit series)
SANS 064	Preparation of steel surfaces for coating
SANS 763	Hot-dip (galvanized) zinc coatings
SANS 1091	National colour standards for paint
SANS 1431	Weldable structural steels

Regardless of which specifications are actually worked to when manufacturing Plant and Materials, such Plant and Materials shall be capable of satisfactorily passing all tests laid down in the standard specifications called for.

### **7.2 Employer specifications**

The following Employer specifications are relevant:

EEAM-Q-006	Structural steelwork
EEAM-Q-008	Corrosion protection
EEAM-Q-009	Quality Management

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