

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**STAGE 1 REQUEST FOR INFORMATION [RFI] NOT A TENDER –
Potential bidders will be subjected to pre-qualification criteria
and be short listed in order to proceed to the second stage**

Information is required to enable Transnet to obtain a list of Original Equipment Manufacturers, or their Agents or their Distributors or any other Supplier for the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System who will be interested parties in continued participation in the formal procurement process

THEREAFTER**THROUGH A SEPARATE STAGE 2 "REQUEST FOR PROPOSAL" [RFP] FORMAL PROCESS**

an appointment of a Supplier/s to undertake the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System on a once-off period will be appointed

RFI NUMBER	:	TNPA/2025/10/0026/107808/RFI
ISSUE DATE	:	03 OCTOBER 2025
CLOSING DATE	:	17 OCTOBER 2025
CLOSING TIME	:	15H00 PM

Note to the Potential bidders:

Potential Bidders 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 potential bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Potential Bidder can upload 30mb per upload and multiple uploads are permitted.

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SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO AN RFI FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
RFI NUMBER:	TNPA/2025/10/0026/107808/RFI	ISSUE DATE:	03 October 2025	CLOSING DATE:	17 October 2025	CLOSING TIME:	15h00
DESCRIPTION	RFI FOR THE SUPPLY, DELIVERY AND MAINTENANCE OF A COMPLETE TURNKEY COMMERCIAL DIVING, RESCUE, AND MARINE SUPPORT SYSTEM						
RFI RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR RFI RESPONSES ONTO THE TRANSNET SYSTEM AGAINST EACH RFI SELECTED (please refer to section 2, paragraph 4 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
REQUEST FOR INFORMATION PROCEDURE ENQUIRIES AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	Kwanele Mtembu						
TELEPHONE NUMBER	None						
FACSIMILE NUMBER	None						
E-MAIL ADDRESS	TNPAPOELABOVE@transnet.net						
POTENTIAL SUPPLIER INFORMATION							
NAME OF POTENTIAL BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
POTENTIAL SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date and Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO RFI FOREIGN SUPPLIERS

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

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

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

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

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

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 POTENTIAL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 POTENTIAL 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 POTENTIAL BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN THIS RFI WHERE UNINCORPORATED 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 POTENTIAL 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 RFI INVALID.

SIGNATURE OF POTENTIAL BIDDER:

CAPACITY UNDER WHICH THIS RFI IS SIGNED:

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

DATE: _____

SECTION 2 : NOTICE TO RESPONDENTS**1 INFORMATION REQUEST**

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Transnet. **RESPONDENTS ARE TO NOTE THAT ONLY THOSE WHO HAVE BEEN SHORTLISTED FOLLOWING THE RFI EVALUATION PROCESS DETAILED, WILL BE ALLOWED TO PARTICIPATE IN THE STAGE 2 RFP PROCESS.**

DESCRIPTION	Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System [the Goods]
TENDER ADVERT	All Transnet tenders including Request for Information (RFI) are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, potential bidders are advised to check on the other media for advertised tenders.
RFI DOWNLOADING	<p>This RFI may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFI and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFI may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) free of charge (<i>refer to section 2, paragraph 4 below for detailed steps</i>)</p>
COMMUNICATION	<p>Any addenda to the RFI or clarifications will be published on the e-tender portal and Transnet website. Potential Bidders are required to check the e-tender portal and Transnet website prior to finalising their RFI submissions for any changes or clarifications to the RFI.</p> <p>Transnet will not be held liable if Potential Bidders do not receive the latest information regarding this RFI.</p>
BRIEFING SESSION	<p>Yes – Non-compulsory</p> <p>Potential Bidders are required to attend the non-compulsory briefing session by accessing the briefing session on the following Microsoft Teams link: Request for Information (RFI) Briefing Session Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>15h00 pm on Friday 17 October 2025</p> <p>Potential Bidders must ensure that RFIs are uploaded timeously onto the system. As a general rule, if the RFI is late, it will not be accepted for consideration.</p> <p><i>Potential Bidders 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 potential bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Potential Bidder can upload 30mb per upload and multiple uploads are permitted.</i></p>

VALIDITY PERIOD	<p>180 Business Days from Closing Date.</p> <p>Potential Bidders are to note that they may be requested to extend the validity period of their RFI, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process, the validity of the RFI(s) will be deemed to remain valid until the RFI process has been concluded.</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A non-compulsory briefing session will be conducted virtual by accessing the briefing session on the following link [Request for Information \(RFI\) Briefing Session Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System](#) on the **10th of October 2025**, from 10h00am (CAT) for a period of \pm 1 hour/s. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. If due to different time zone a potential bidder cannot attend the briefing session, the briefing session recording will be advertised on the same two (2) platforms (www.etenders.gov.za and <https://transnetetenders.azurewebsites.net>) where the RFI will be advertised on the same day of the briefing session.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.

3 RFI RESPONSE SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where potential 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.

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

- 3.1.1 Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site);
- 3.1.2 Click on "ADVERTISED TENDERS" to view advertised tenders;
- 3.1.3 Click on "SIGN IN/REGISTER – for potential bidder to register their information (must fill in all mandatory information);
- 3.1.4 Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 3.1.5 Toggle (click to switch) the "Log an Intent" button to submit an RFI;
- 3.1.6 Submit bid documents by uploading them into the system against each RFI selected;
- 3.1.7 No late RFI submissions will be accepted. The potential bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 RFI INSTRUCTIONS

- 4.1 All returnable documents listed in [section 5] in this RFI must be returned with your submission.

- 4.2 The person or persons signing the submission must be legally authorised by the respondent to do so.

5 B-BBEE JOINT VENTURES OR CONSORTIUMS

Potential Bidders may choose during the subsequent RFP process to enter into a Joint Venture with B-BBEE companies. RFP Bidders will also be required to submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through the RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Please indicate below whether your entity has an existing JV, and if so, provide details, including details of the percentage split of business, or whether your entity intends to create a JV relationship for the subsequent RFP purposes:

6 COMMUNICATION

- 6.1 For specific queries relating to this RFI all Clarification queries should be submitted on an email TNPAPOELABOVE@transnet.net for the attention of **Kwanele Mtembu** before **14h30 pm on 17 October 2025**. In the interest of fairness and transparency Transnet's response to such queries will be published on e-tender portal and Transnet website on the day of the briefing session and also two (2) days before closing date, 15 October 2025.
- 6.2 After the closing date of the RFI a Respondent may only communicate with the Employer's representative on email as per 6.1 above on any matter relating to its RFI Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFI.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

7 CONFIDENTIALITY

All information related to this RFI is to be treated with strict confidence. In this regard Respondents 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 related to this RFI or the subsequent RFP process, written approval to divulge such information must be obtained from Transnet.

8 STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- 8.1 It is envisaged that a potential Supplier/s will be appointed, through a separate RFP process, for the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System requirements for a once-off period.
- 8.2 **IT IS ENVISAGED THAT RESPONDENTS TO THIS RFI WILL BE SUBJECTED TO PRE-QUALIFICATION CRITERIA AND WILL BE SHORTLISTED IN ORDER TO PROCEED TO A SECOND STAGE OF EVALUATION.**
- 8.3 This RFI is not an offer to purchase, and Transnet is under no obligation to accept any proposals in this process and/or the subsequent RFP which may be issued hereafter.
- 8.4 **AS THIS IS A REQUEST FOR INFORMATION ONLY, NO BUSINESS WILL BE AWARDED THROUGH THIS PROCESS.**

9 DISCLAIMERS

- 9.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFI and/or its receipt of submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:
- 9.1.1 utilise any information provided to it in response to this RFI to draft the scope of requirements for inclusion in an RFP;
 - 9.1.2 take no further action whatsoever, if it so decides;
 - 9.1.3 withdraw from this process and the provisions of this project at any time;
 - 9.1.4 select the RFI and RFP participants based on Transnet's criteria;
 - 9.1.5 change the dates of adjudication and submission;
 - 9.1.6 not invite RFI respondents for further participation in the RFP process;
 - 9.1.7 not bind itself to accept any or all of the RFIs;
 - 9.1.8 increase or decrease the quantities/scope as indicated in the RFI;
 - 9.1.9 validate any information submitted by Respondents in response to this RFI. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a response to this RFI, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
 - 9.1.9.1 request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 9.1.9.2 not accept any changes or purported changes by the Respondent to the RFI rates after the closing date;
- 9.2 Transnet's decisions will be final, and no correspondence will be entered into after the selection process. You will be formally notified of your result.
- 9.3 An RFI will only be deemed accepted once written notice is given by Transnet to the successful Respondent(s) and after any amendments have been documented and agreed to.

9.4 Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

10 NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

Respondents 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. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 Form must be completed and submitted as a returnable document by the closing date and time of the bid.

11 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).


It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents / individuals who wish to submit bids.



Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:



You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER

				
	<p>AI Voice Bot “Jack” Speak to our AI Voice Chat Bot “JACK”, you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What’s App Speak to an Agent via What’s App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

SECTION 3 : RFI SCOPE OF REQUIREMENTS

1 INTRODUCTION

The diving equipment is used by the diving department at the Port of East London for asset maintenance and repairs to a variety of civil structures and harbour craft, including Drydock operations. The existing equipment is old and although well maintained, does not fit or service the requirements of the new Diving Regulations and does not support the safe and effective diving requirements that have evolved over time. The Port of East London Infrastructure Diving department has a crucial role in the infrastructure and asset maintenance of the various quay walls, harbour craft, safety equipment and instruments that are necessary for the effective and safe running of the Harbor. The current diving equipment is old, outdated and is unable to accommodate current employees and will not be able to accommodate any additional employees. It is thus vital to have this equipment upgraded.

2 BACKGROUND

Following a subsequent RFP process, Transnet's intention is to appoint a supplier/s for the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System. The diving scope of requirements is attached as **Annexure B Technical Specifications**.

The requirements of your submission are detailed on **Annexure A Technical Questionnaire which must be completed and submitted by the closing date**. From the RFI and response and/or submissions thereto, Transnet will compile an RFP document which will include an evaluation criteria and detailed scope of requirements.

3 KEY OBJECTIVES OF THIS RFI PROCESS

The following list of deliverables captures the minimum intent and objectives of the RFI process. Transnet requests all Respondents to assist with the achievement of these objectives by submitting the requested information as indicated below. This will be finalised in the RFP documents following the RFI process:

- 3.1 The **ideal tendering option** for the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System.
- 3.2 The **list of capable Suppliers national and/or international** for the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System.
- 3.3 **Compliance and indicative prices** of the required categories of diving equipment and other related services and information.

4 GENERAL RESPONDENT OBLIGATIONS

- 4.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The Respondent (s) must comply with the requirements stated in this RFI.

5 CONFIDENTIALITY AND COMPLIANCE

This RFI and information contained herein or provided for purposes thereof, remain the property of Transnet and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a RFI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this RFI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFI.

6 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFI response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFI by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFI Response document.

7 COSTS TO RESPOND TO THE RFI

All Respondents wishing to submit a RFI response must be in possession of this document, the RFI. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFI and the costs of the RFI at all stages of the RFI process. Costs, if any, will be for each Respondent's own account.

Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFI, at the Respondent's own cost.

8 AUTHORITY OF SIGNATORY

8.1 If the RFI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the company, must be submitted with their RFI.

8.2 If the RFI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the partnership, must be submitted with this RFI.

8.3 If the RFI Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this RFI and any other documents and correspondence in connection with this RFI and/or agreement is the sole owner of the one-man business.

8.4 Failure to comply with this clause may result in rejection of the RFI response.

9 OFFERING OF COMMISSION OR GRATUITY

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Transnet, any commission, gratuity, gift or other consideration, Transnet shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further

participation in this process and any other subsequent processes in this regard. The RFI Respondent will be responsible for all and any loss that Transnet may suffer as a result thereof. In addition, Transnet reserves the right to exclude such a Respondent from future business with Transnet.

10 UNDERTAKING BY TRANSNET

In responding to this RFI, Transnet encourages all RFI Respondents to put their best effort into the construction and development of the proposal.

The RFI process will include due governance, and the results of the adjudication process will be available to Respondents.

11 RFI SELECTION CRITERIA

The following selection criteria will be used as a guide for adjudicating Respondents. Specific detailed items that are important for the Respondent to consider in the response preparation process include:

- 11.1 The indication of the ideal tendering option to manage the supply risk and contract fulfilment.
- 11.2 The confirmation of the supply of the scope of requirements.
- 11.3 Quality of presentation, reply to the RFI and attention to required detail during the selection process.
- 11.4 Compliance with the terms and conditions of the RFI documents.
- 11.5 Satisfaction of the project objectives.

SECTION 4 : TRANSNET'S RFI INFORMATION

1 STATISTICS [The Goods]

- 1.1 **Core Surface-Supplied Diving Equipment**, that includes diving helmets and regulators, diving umbilicals, and helmet accessories.
- 1.2 **Diver Communications, Monitoring and Controls**, that includes diver control panels and underwater cameras.
- 1.3 **Dive Support Trailer (Turnkey Enclosed System)**, that includes trailer base, internal fit-out, pre-installation and certification.
- 1.4 **Dive and Rescue Boat Package**, that includes hull and structure, propulsion, console and features, electronics, safety and certification.
- 1.5 **Hydraulic and Air Supply Systems** that includes hydraulic power pack, hydraulic tool and breathing air compressor.
- 1.6 **Safety and Rescue Equipment** that includes rescue stretcher, rescue davit, Diving medical kit and personal flotation devices.

Please note that the aforementioned information is provided merely as an indication of the nature of Transnet's current requirements and consequently does not necessarily reflect the extent of the Goods to be supplied by appointed through an award of business at any future date.

2 REQUIREMENTS FOR RFI

Respondents expressing an interest to participate in this RFI stage must qualify in terms of the minimum predetermined requirements and have the capability to supply the full range of Diving Equipment as set out in **Annexure A Technical Questionnaire**:

Minimum Eligibility Criteria are as follows:

- (i) Tendering Option; and
- (ii) Confirmation and associated documentation of the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System.

3 EVALUATION METHODOLOGY AND CRITERIA

During this RFI process Transnet intends utilising the following methodology and criteria in shortlisting Supplier(s). Please note that the criteria and/or weightings listed in the various stages below may change at RFP stage.

3.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFI Reference
<ul style="list-style-type: none"> • Whether the Bid has been lodged on time 	<i>Section 2 paragraph 3</i>
<ul style="list-style-type: none"> • Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> • Verify the validity of all returnable documents 	<i>Section 5</i>

Administrative responsiveness check	RFI Reference
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	All sections

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

Respondents must complete and submit **Annexure A Technical Questionnaire**.

3.2 **STEP TWO: Test for Substantive Responsiveness to RFI**

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

Check for substantive responsiveness	RFI Reference
<ul style="list-style-type: none"> Indicative prices for the Diving scope of requirements 	

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to formulate a list of Respondents to be approached for Stage 2 formal RFP

Respondent's Signature

Date and Company Stamp

SECTION 5 : REQUEST FOR INFORMATION

I/We _____

[name of company, close corporation or partnership]

of [full address] _____

_____ carrying on business under style or title of [trading as]

represented by _____

in my capacity as _____

being duly authorised, hereby lodge a **Request for Information** in the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System on a once-off period as follows:

ADDRESS FOR NOTICES

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: _____

Facsimile: _____

Address: _____

NAME(s) AND ADDRESS / ADDRESSES OF DIRECTOR(s) OR MEMBER(s)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFI is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s): Address/Addresses: ID Number/s:

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

Respondent's Signature

Date and Company Stamp

.....

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below, and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFI <u>will</u> result in a Respondent’s disqualification.</i>
Returnable Documents Used for Scoring (NOT APPLICABLE FOR THE RFI)	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent’s disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent’s disqualification.</i>

a) Respondents must submit with their responses to this RFI, **as a minimum requirement**, all the returnable documents indicated below with a [✓].

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 1: SBD1 FORM	
SECTION 2 : Notice to Respondents	
SECTION 3 : RFI Scope of Requirements	
SECTION 4 : Transnet’s RFI Information	
SECTION 5 : Request for Information	

Respondent’s Signature

Date and Company Stamp

Minimum Requirements - Returnable Documents	Submitted [√]
ANNEXURE A Technical Questionnaire	

b) **No Essential Returnable Documents for scoring required**

c) **Other Essential Returnable Documents:**

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Potential Bidders are therefore urged to ensure that all these documents are returned with their RFI.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 6 : Certificate Of Acquaintance with RFI, Terms & Conditions & Applicable Documents	
SECTION 7 : Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from the subsequent RFP process.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

**SECTION 6 : CERTIFICATE OF ACQUAINTANCE WITH RFI, TERMS & CONDITIONS &
APPLICABLE DOCUMENTS**

By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof including but not limited to the documents stated below. Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition.

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement
4	Technical Questionnaire attached to this RFI

Should the potential Bidder find any terms or conditions stipulated in any of the relevant documents quoted in this RFI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted RFI. 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. A material deviation from any term or condition may result in disqualification on the subsequent RFP.

Potential Bidders accept that an obligation rests on them to clarify any uncertainties regarding any RFI to which they intend to respond on, before submitting the RFI. The potential Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFI was unclear but in respect of which he/she failed to obtain clarity.

The potential bidder understands that his/her RFI response will not be disqualified for the subsequent RFP process if the Certificate of Acquaintance with RFI documents included as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

POTENTIAL BIDDER’S DISCLOSURE (SBD4)

1 PURPOSE OF THE FORM

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation for an RFI. 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 potential bidder to make this declaration in respect of the details required hereunder.
- 1.2 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 RFI and subsequent RFP process.

2 Potential Bidder’s declaration

2.1 Is the potential bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

¹ 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.

.....
.....

2.3 Does the potential 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 responding to this RFI? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying RFI, 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 RFI will be disqualified even for the subsequent RFP if this disclosure is found not to be true and complete in every respect;
- 3.3 The potential bidder has arrived at the accompanying RFI independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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 RFI, bidding with the intention not to win the subsequent RFP bid and conditions or delivery particulars of the products or services to which this RFI invitation relates.
- 3.5 The terms of the accompanying RFI have not been, and will not be, disclosed by the potential bidder, directly or indirectly, to any competitor, prior to the date and time of the official RFI opening.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the potential bidder with any official of the procuring institution in relation to this procurement process prior to and during the RFI process except to provide clarification on the RFI 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 RFI.

² 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.

Respondent's Signature

Date and Company Stamp

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids including RFIs and contracts, RFIs and subsequent RFPs 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 RFI 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.

4. BREACH OF LAW

We further hereby certify that *I/we have/have not been* [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the RFI and subsequent RFP process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature

Date and Company Stamp

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

Respondent's Signature

Date and Company Stamp

- 9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFI, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFI 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		NO	
------------	--	-----------	--

- 12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
- 13. The Respondent declares that the personal information submitted for the purpose of this RFI is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: _____

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



Annexure A

Technical Questionnaire



THIS IS NOT A FORMAL TENDER

**REQUEST FOR INFORMATION (RFI): SUPPLY,
DELIVERY AND MAINTENANCE OF A COMPLETE
TURNKEY COMMERCIAL DIVING, RESCUE, AND
MARINE SUPPORT SYSTEM**

RFI NO.: TNPA/2025/10/0026/107808/RFI

ANNEXURE A: TECHNICAL QUESTIONNAIRE

COMPANY NAME: _____

1. REQUEST FOR INFORMATION

Potential bidders are hereby requested to submit information for the Supply, Delivery and Maintenance of a complete Turnkey Commercial Diving, Rescue, and Marine Support System on a once-off period. The Request for Information (RFI) requires proposals for information in response to the RFI objectives below. Any additional information to the RFI objectives may be submitted and clearly marked as additional.

2. SUBSEQUENT REQUEST FOR PROPOSAL

The potential bidders that will respond to stage 1 RFI will be subjected to pre-qualification criteria and be shortlisted in order to be invited on the subsequent Stage 2 Request for Proposal (RFP) procurement process. Potential bidders that do not respond to the RFI will unfortunately not be invited on the Stage 2 RFP procurement process.

3. RFI OBJECTIVES

The RFI objectives are two-fold:

First objective: to ascertain the **preferred tendering option** by potential bidders considering managing the risk of all the required categories of diving equipment.

Second objective: to ascertain a **list of capable Suppliers** national and/or international for the Supply, Delivery and Maintenance of a Complete Turnkey Commercial Diving, Rescue, and Marine Support System.

Third objective: to ascertain **compliance** and **indicative prices** for the categories of diving equipment and other related matters for the categories of diving equipment required.


3.1 Tendering Options / Procurement approaches


Potential bidders are required to indicate the ideal procurement approach in the Supply, Delivery and Maintenance of a complete Turnkey Commercial Diving, Rescue, and Marine Support System on a once-off period. Potential bidders can suggest any other procurement approach that will deliver the same based on best practice and adherence to Commercial Diving Regulations, 2022, issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)


Option 1	Is this an ideal tendering option? Select either Yes or No			Option 2	Is this an ideal tendering option? Select either Yes or No			Any suggested tendering Option/procurement approach by potential bidder
	Yes	No	Comment		Yes	No	Comment	
<p>Tendering as a Commercial Systems Integrator or a Primary Diving Equipment Supplier who would source the various components from its network of Original Equipment Manufacturers and partners, then deliver a complete "turnkey" system</p> <p>Option 1 includes: Step 1: Engaging a reputable Commercial Diving Systems Integrator or Major Diving Equipment Supplier. They will act as the prime Supplier. Step 2: Subsequent RFP will be advertised with all the items Step 3: Commercial Diving Systems Integrator or Major Diving Equipment Supplier will: Step 3a: Supply the core diving equipment from its own stock or partners Step 3b: Manage relationships with the boat builder, trailer manufacturer, and compressor supplier Step 3c: Integrate all components into the trailer and ensure everything works together as a system Step 3d: Provide a single point of contact for warranty, service, and training</p>				<p>Tendering as a Hybrid approach with consortium or partnership and clearly separating the largest, most independent asset and "Supply a Turnkey Diving System"</p> <p>Option 2 includes: Engaging a partnership or consortium to tender as a single tender for the "Supply of a Turnkey Diving System" but allow bidders to form partnerships</p> <p>For example, a diving equipment company might team up with a specific boat builder to submit a joint bid</p> <p>This still gives a single point of responsibility (the lead bidder) while leveraging specialized expertise</p> <p>Strategic Separation: Allowing tendering for the "Dive Boat and Trailer" as one package, and the "Complete Diving, Air, and Safety Equipment" as another. The equipment package would still be from a single supplier. This slightly reduces integration risk, as the main integration is within the trailer, and the boat is a more standalone asset</p> <p>The lead bidder will provide a single point of contact for warranty, service, and training</p>				


3.2 Indicative Prices of required categories of diving equipment


Potential bidders are required to indicate the indicative price and respond to all the compliance questions. Potential bidders can use the spaces provided or respond on a separate document for each item listed. Where a compliance question is not applicable, a potential bidder must indicate as such. Any additional information per item is welcome to be proposed by potential bidders.


Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder
1 Core Surface-Supplied Diving Equipment	<p>1.1 Diving Helmets and Regulators 2x units of Kirby Morgan model 37 diving helmet each equipped with a 455 regulator. Must be supplied with all standard accessories and certification</p>		R	<p>ADMINISTRATIVE & LEGAL 1.1.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE 1.1.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment? 1.1.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i> 1.1.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability? 1.1.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability? 1.1.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION 1.1.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i> 1.1.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i> 1.1.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i> 1.1.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users? 1.1.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION 1.1.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i> 1.1.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL 1.1.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>


Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder
				<p>ADMINISTRATIVE & LEGAL</p> <p>1.2.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>1.2.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>1.2.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>1.2.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>1.2.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>1.2.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>1.2.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>1.2.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>1.2.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>1.2.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>1.2.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>1.2.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>1.2.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>1.2.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p>
1	<p>Core Surface-Supplied Diving Equipment</p> <p>1.2 Diving Umbilical's 3x units of 100m Fibroline (or equivalent) umbilical's consisting of 4 elements being the main gas, Pneumotachometer, communications (voice) and camera and light</p>		R	<p>ADMINISTRATIVE & LEGAL</p> <p>1.2.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>1.2.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>1.2.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>1.2.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>1.2.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>1.2.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>1.2.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>1.2.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>1.2.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>1.2.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>1.2.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>1.2.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>1.2.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>1.2.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>TECHNICAL COMPLIANCE</p> <p>PROJECT EXECUTION</p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>FINANCIAL & COMMERCIAL</p>


Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder
1 Core Surface-Supplied Diving Equipment	1.3 3x units of R-Vest harness system, new type, with backpack and weight pockets (standard size) and full certification		R	<p>ADMINISTRATIVE & LEGAL</p> <p>1.3.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>1.3.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>1.3.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>1.3.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>1.3.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>1.3.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>1.3.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>1.3.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>1.3.9 Can the potential bidder offer FAT/SAT Protocols that ensures equipment is tested before handover? <i>(if applicable)</i></p> <p>1.3.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>1.3.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>1.3.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirms supplier's QMS and safety management? <i>(if applicable)</i></p> <p>1.3.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirms product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>1.3.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>





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1 Core Surface-Supplied Diving Equipment	1.4 3x units of pigtail connectors, 8 Pin Circular Male to 3 Pin Miniature Circular Female (for hat light) & 4 Pin Miniature Circular Female (for Camera)		R	<p>ADMINISTRATIVE & LEGAL</p> <p>1.4.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>1.4.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>1.4.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>1.4.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>1.4.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>1.4.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>1.4.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>1.4.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>1.4.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>1.4.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>1.4.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>1.4.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>1.4.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>1.4.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>

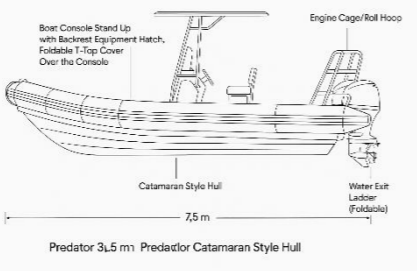
Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder
1 Core Surface-Supplied Diving Equipment	1.5 3x units of Kirby Morgan diver hat hard shell 18/28 band mask (plastic)		R	<p>ADMINISTRATIVE & LEGAL</p> <p>1.5.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>1.5.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>1.5.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>1.5.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>1.5.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>1.5.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>1.5.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>1.5.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>1.5.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>1.5.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>1.5.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>1.5.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>1.5.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>1.5.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>




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1	Core Surface-Supplied Diving Equipment	1.6 3x units of helmet mounted lighting brackets		R	<p>ADMINISTRATIVE & LEGAL</p> <p>1.6.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>1.6.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>1.6.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>1.6.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>1.6.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>1.6.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>1.6.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>1.6.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>1.6.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>1.6.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>1.6.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>1.6.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>1.6.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>1.6.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>



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2 Diver Communications, Monitoring and Controls	<p>2.1 Diver Control Panel: 1 unit of a 3 Diver SSDE control panel for a Scuba replacement system. The panel should include:</p> <ul style="list-style-type: none"> - Integrated LED-lit CCTV monitor - Armon (or equivalent approved) diver communications system - All relevant power supplies, fittings, and chargers - Solid State-Drive (SSD) for data recording -Full compliance with International Marine Contractors Association D023 guidelines 		R	<p>ADMINISTRATIVE & LEGAL</p> <p>2.1.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>2.1.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>2.1.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>2.1.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>2.1.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>2.1.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>2.1.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>2.1.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>2.1.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>2.1.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>2.1.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>2.1.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>2.1.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>2.1.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>


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2 Diver Communications, Monitoring and Controls	2.2 3x units of underwater color camera . Specifications: 12-24V DC operation, 6000 meter-depth rating, minimum 800 TVL resolution. Preferred manufacturer Bowtech or equivalent (e.g. previous specifications: desc-camera, miniature, high resolution, titanium housing rated to 4000m with MCBH-4-M connector)		R	<p>ADMINISTRATIVE & LEGAL</p> <p>2.2.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>2.2.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>2.2.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>2.2.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>2.2.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>2.2.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>2.2.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>2.2.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>2.2.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>2.2.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>2.2.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>2.2.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>2.2.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>2.2.14 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>

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3	<p>Dive Support Trailer (Turnkey Enclosed System)</p> <p>3.1 Dive Support Trailer (Turnkey Enclosed System) - Trail base: 1 enclosed trailer designed as a turnkey dive control station - Internal Fit-Out: underfloor plumbed in-gas bank with 4 x 50 litre cylinders - Ease of refill connector and service tray - Custom fitted desk for diving supervisor - Interior LED lighting - 4 double electrical plug points - Sliding windows on both sides and roof vents</p> <p>3.2 Pre-Installation: The trailer must be supplied with 3 diver SSDE panel, gas system, and all ancillary equipment installed, tested and fully operational</p> <p>3.3 Certification: the trailer must be roadworthy at the time of delivery. A comprehensive 2-year warranty and service plan must be provided for both the trailer and the installed diving equipment</p>	   	R	<p>ADMINISTRATIVE & LEGAL</p> <p>2.2.15 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>2.2.16 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>2.2.17 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>2.2.18 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>2.2.19 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>2.2.20 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>2.2.21 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>2.2.22 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>2.2.23 Can the potential bidder offer FAT/SAT Protocols that ensures equipment is tested before handover? <i>(if applicable)</i></p> <p>2.2.24 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>2.2.25 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>2.2.26 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirms supplier's QMS and safety management? <i>(if applicable)</i></p> <p>2.2.27 Can the potential bidder offer OEM Factory Certification & Test Reports that confirms product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>2.2.28 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>

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4 Dive and Rescue Boat Package	<p>4.1 Hull and Structure: 1 unit of 7.5-meter semi-rigid boat with a Predator-style catamaran hull</p> <p>- Propulsion: 2x units of 115hp 4-stroke outboard engines (Yamaha and Suzuki preferred) with hydraulic trim and tilt</p> <p>- Console and Features:</p> <ul style="list-style-type: none"> • Stand-up control station positioned towards the bow with a backrest and equipment hatch • Foldable T-top cover over the console • Engine cage/roll hoop • Foldable water exit ladder <p>- Electronics: Garmin (or equivalent) Striker Plus 7sv fish finder with GT52HW-TM transducer, Swivel mount incorporating ClearVU and SideVU and traditional CHIRP sonar</p> <p>- Safety and Certification:</p> <ul style="list-style-type: none"> • Supplied with a roadworthy trailer • SAMS category C and registered for commercial and diving operations • All necessary safety equipment including flares, anchors, and navigation lights 		R	<p>ADMINISTRATIVE & LEGAL</p> <p>4.1.1. Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>4.1.2 Can the potential bidder supply a South African Maritime Safety Authority Certificate of Fitness with Diving Endorsement which ensures vessel safety & regulatory compliance?</p> <p>4.1.3 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>4.1.4 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>4.1.5 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>4.1.6 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p> <p>4.1.7 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>4.1.8 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p> <p>4.1.9 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>4.1.10 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>4.1.11 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>4.1.12 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>4.1.13 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>4.1.14 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p> <p>FINANCIAL & COMMERCIAL</p> <p>4.1.15 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>

Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder
5 Hydraulic and Air Supply Systems	5.1 Hydraulic power pack: Specifications: 9.6kW power, thermostatically controlled air blast oil cooler, maximum pressure 150 bar, 6.5L fuel capacity, supplied with 40m of hose and fittings		R	<p>ADMINISTRATIVE & LEGAL</p> <p>5.1.1 Can the potential bidder confirm that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products?</p> <p>TECHNICAL COMPLIANCE</p> <p>5.1.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment?</p> <p>5.1.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i></p> <p>5.1.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability?</p> <p>5.1.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability?</p>	<p>ADMINISTRATIVE & LEGAL</p> <hr/> <p>TECHNICAL COMPLIANCE</p> <hr/> <p>PROJECT EXECUTION</p> <hr/> <p>QUALITY, SAFETY & CERTIFICATION</p>
	5.2 Hydraulic Tool: 1 Hydraulic HD25 hammer drill (SDS type), supplied with standard and SDS chuck adaptors with independent hammer action on/off control		R	<p>5.1.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?</p> <p>PROJECT EXECUTION</p> <p>5.1.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i></p>	
	5.3 Breathing Air Compressor: 1 high-pressure breathing air compressor system. Specifications: 200/300 bar automatic switch-over device, electric drive 3 phase electric motor, hour counter, oil/water separators after 2 nd and 3 rd stage, safety valves after each stage, DIN filling adaptors with 2-meter hoses. The air purification system must comply with EN1201 and SANS 10019:2021 standards		R	<p>5.1.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i></p> <p>5.1.9 Can the potential bidder offer FAT/SAT Protocols that ensure equipment is tested before handover? <i>(if applicable)</i></p> <p>5.1.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?</p> <p>5.1.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>5.1.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirm supplier's QMS and safety management? <i>(if applicable)</i></p> <p>5.1.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirm product traceability and quality? <i>(if applicable)</i></p>	

Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder	
				5.1.14 Can the potential bidder provide Safety Data Sheets (Hydraulic Oil, etc.) to provides safe handling information? FINANCIAL & COMMERCIAL 5.1.15 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i>	FINANCIAL & COMMERCIAL	
6	Safety and Rescue Equipment	6.1 Safety Stretcher: 1 Rescue basket stretcher (Stokes Litter) constructed from polyethylene/plastic with a minimum load capacity of 300kg, supplied with a lifting bridle		R	ADMINISTRATIVE & LEGAL 6.1.1 Can the potential bidder confirms that it is the Original Equipment Manufacturer (OEM) or is authorized to supply and integrate OEM products? TECHNICAL COMPLIANCE 6.1.2 Can the potential bidder offer OEM Product Datasheet & Brochure to confirm features/specifications of offered equipment? 6.1.3 Can the potential bidder provide Compliance Certificates (EN, ISO, SANS, CE) to demonstrate international and local standard compliance? <i>(if applicable)</i> 6.1.4 Can the potential bidder offer a Warranty Certificate that assures after-sales support and reliability? 6.1.5 Can the potential bidder offer Service & Maintenance Plan that details lifecycle support and spares availability? 6.1.6 Can the potential bidder offer critical and relevant Spare Parts list with indicative price list?	ADMINISTRATIVE & LEGAL TECHNICAL COMPLIANCE
		6.2 Rescue Davit: 1 Stainless steel (Grade 316L/V4A) man-riding/rescue davit. Specifications: maximum height 1733mm, maximum reach 1238mm, must comply with EN795 Class B, EN360, and EN362. Supply to include 10x wall mount sockets, a post-mounted winch with 12 meters of fall arrest recovery block and cable		R	PROJECT EXECUTION 6.1.7 Can the potential bidder provide a System Integration Plan that demonstrates bidder's capability to deliver turnkey solution? <i>(if applicable)</i> 6.1.8 Can the potential bidder provide a delivery & commissioning schedule that shows realistic timelines for delivery & commissioning? <i>(if applicable)</i> 6.1.9 Can the potential bidder offer FAT/SAT Protocols that ensures equipment is tested before handover? <i>(if applicable)</i> 6.1.10 Can the potential bidder offer a Training Plan (for divers, supervisors, technicians) that confirms knowledge transfer to end-users?	PROJECT EXECUTION


Category	Item	Picture for illustration	Indicative Price of each item (Excluding 15% VAT)	Compliance Questions?	Responses by Potential Bidder
	<p>6.3 Diving Medical Kit: 1 Diving First Aid Resuscitation Oxygen Kit compliant with Divers Alert Network (DAN) standards</p>		R	<p>6.1.11 Can the potential bidder offer a Risk Management Plan that identifies and mitigates supply/delivery risks? <i>(if applicable)</i></p> <p>QUALITY, SAFETY & CERTIFICATION</p> <p>6.1.12 Can the potential bidder offer an ISO 9001 (Quality), ISO 45001 (OHS) Certificates that confirms supplier's QMS and safety management? <i>(if applicable)</i></p> <p>6.1.13 Can the potential bidder offer OEM Factory Certification & Test Reports that confirms product traceability and quality? <i>(if applicable)</i></p> <p>6.1.14 Can the potential bidder provide Material Certificates (e.g. 316L Davit) that confirms compliance with stainless steel requirements?</p> <p>6.1.15 Can the potential bidder provide Load Test Certificates (Davit, Rescue Basket) that verifies safe working load capacity?</p> <p>FINANCIAL & COMMERCIAL</p> <p>6.1.16 Can the potential bidder offer Insurance Certificates (PI, Marine, Public Liability) to protect Transnet National Ports Authority – Port of East London from potential risks? <i>(if applicable)</i></p>	<p>QUALITY, SAFETY & CERTIFICATION</p> <hr/> <p>FINANCIAL & COMMERCIAL</p>

The End



Annexure B

Technical Specifications

	Site: Port of East London Title: Purchase of 1 x 7.5m(L) x 2820(B) semi-rigid catamaran hull inflatable work boat	Document number:
	Inspection:	Revision: 0

1. Scope of work

For the purpose of this contract the 'Works' shall include the manufacture, supply, commissioning, licencing and delivery of 1 x 7.5m(L) x 2820(B) semi- rigid catamaran hull inflatable work boat (Rubber Duck) including a licenced trailer and all associated ancillary equipment for Transnet National Ports Authority, Port of East London . Annexure A attached to this documents provides User specification requirements for the Boat which must read with this document.

2. Definitions

3. Contract price adjustment factor

For the purposes of this contract, the contract will be a fixed price contract. Quoted price fluctuations for whatever reason will not be allowed

4. Value added tax

All tendered rates are to be exclusive of V.A.T.

5. Supervision


The Service Provider shall carry out the "work", as reflected in the contract on a once off basis and shall not appoint or subcontract anyone to perform the "work" or to act in his/ her capacity without prior written permission from TNPA East London- Port Engineer.

6. To be supplied by Contractor

The Service Provider shall be responsible for providing the required machinery, labour, material, equipment and transport, and shall make provision for any and all costs associated for the proper completion of the works.

7. To be supplied by TNPA East London

TNPA Lighthouse and Navigational Systems will provide all supporting documents for the purposes of licencing and registration with the relevant authorities.

	Site: Port of East London Title: Purchase of 1 x 7.5m(L) x 2820(B) semi-rigid catamaran hull inflatable work boat	Document number:
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8. Contractors workshop facilities

The service provider shall make available to TNPA their workshop facilities for inspection on request prior to the issuing of the contract.

9. Sea trials

Prior to delivery and acceptance of the Vessel, the service provider shall arrange sea trials for the vessels.. The service provider shall invite TNPA- to sea trials. Related travel and accommodation costs for TNPA- representatives shall be for TNPA East London account.

10. Special requirements

Special attention is drawn to the requirements outlined in the SAMSA small vessel regulations as well as the National Road Traffic Management Act.

11. Measurement and payment

The unit of measurement will be as stipulated in the Tender Form. Payment will be made thirty days from statement as per Transnet National Ports Authority's Procurement Policy.


12. Insurances

The Contractor shall in effect be liable for, in his own interest, any insurance of which he deems necessary to cover any loss and/or damage to TNPA property/assets, against any legal liability for accidental death, injury or damage to third party and/or property arising out of or in connection with, the requirements of this contract.

13. General

- 13.1 The Service Provider shall not cede, assign, transfer or sub-let the agreement or any part thereof, nor enter into any sub-contract of any nature for the execution hereof without prior written consent of TNPA, Port Engineer – East London.
- 13.2 No amendment or variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

14. Work specification

	Site: Port of East London Title: Purchase of 1 x 7.5m(L) x 2820(B) semi-rigid catamaran hull inflatable work boat	Document number:
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14.1 The Service Provider shall manufacture, supply, commission, licence and deliver 1 x 7.5m(L) x 2820 (B) semi-rigid catamaran hull inflatable work boat (Rubber Duck) including trailer and all associated ancillary equipment used for commercial operations. The vessel specification are as per below.

14.2 **Hull Design**

- 14.2.1 Manufactured from commercial grade glass fibre.
- 14.2.2 Hull to be foam filled
- 14.2.3 Transom stern to be made of composite material and be able to accommodate 2 x outboard motors.
- 14.2.4 Hull to be of twin keel catamaran type
- 14.2.5 Keel strips double layered fibre glass(prevent water ingress) and to be grade 316 Stainless Steel
- 14.2.6 Hull to be fitted with 3 stainless steel Transom eyes, 1 Bow eye and 4 x eyes for man overboard ladder (mounted towards the rear of the vessel on either side)
- 14.2.7 Hull to be White in colour
- 14.2.8 Hull to incorporate a bow locker with hinged lockable lid
- 14.2.9 Work deck to have non slip finish
- 14.2.10 Instrument console to be front mounted, stand up type and incorporate clear perspex for instrument protection.
- 14.2.11 Fuel locker shall be under the instrument locker with no open wiring, ventilated and sperate to the battery box and be large enough to hold 2 x standard 65 litre fuel containers .
- 14.2.12 2 x above deck hatches with removable lid seats shall be fitted aft of the console leaving enough room for skipper to operate the vessel.
- 14.2.13 Hatch lid seats to be covered in hard wearing, water proof material and have heavy duty securing mechanism.
- 14.2.14 Hatches to be large enough to accommodate 4 fuel containers and all ancillary and safety equipment.
- 14.2.15 Anchor hatch at the bow with a strong cleat and high-quality bow roller, accompanied with a hot dipped galvanized chain 8mm x 10 meters, Bruce anchor and 100m of 12mm Nylon rope.
- 14.2.16 Vessel to be Supplied with a 3 year service plan and 5 year warranty on all mechanical and electrical items.

14.3 **Tubing**

- 14.3.1 Tubing to be manufactured from heavy duty PVC Valmex with weight of no less than 1450g/m².
- 14.3.2 All tubing seams to be welded.
- 14.3.3 Tubing to be made up of 5 or more chambers, each with its own over pressure valve

	Site: Port of East London Title: Purchase of 1 x 7.5m(L) x 2820(B) semi-rigid catamaran hull inflatable work boat	Document number:
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- 14.3.4 Bow area of tubing to be reinforced with double rubbing strakes.
- 14.3.5 Black heavy duty fendering to be fixed to all outside contact surfaces
- 14.3.6 Tubing to be equipped with 4 Moulded handles per side
- 14.3.7 Front mounted tyre fender securely fastened to nose.

14.4 **Engines**

- 14.4.1 Vessels shall be equipped with 2 of the latest available technology 115hp 4 stroke outboard engines equipped with trim and tilt functionality.
- 14.4.2 Engines to be fitted with 13 pitch propellers or similarly approved. (stainless props appropriate to the size of the engine/s)
- 14.4.3 Engines to be fitted with 2x external fuel filters with see through bowls and all other fittings, hoses and pumps as per the Engine manufacturer's specification.
- 14.4.4 Engines to be fitted with two adequately sized deep cycle batteries located in two heavy duty battery boxes mounded to the deck. (102ah batteries)
- 14.4.5 All cabling, piping and connections shall be neatly installed and mounted so that it will not hinder movement on deck or damage equipment.
- 14.4.6 Steering to be of hydraulic design and incorporate all emergency steering mechanisms.
- 14.4.7 Throttles controls for engines to be matched with the engine and incorporate full control of engines and trim and tilt. Pirate throttle controls will not be accepted this application.
- 14.4.8 Instrumentation, ignition and kill switches to be matched with engine and incorporate full monitoring of all major engine parameters. Pirate controls are not desired for this application.
- 14.4.9 As far as possible, all mountings, fasteners, clamps and screws shall be of a design that is resistant to corrosion. (316 stainless steel)

14.5 **Navigation equipment and safety equipment**

- 14.5.1 Vessel shall be equipped will all mandatory equipment as required by the South African Maritime Safety Authority
- 14.5.2 Vessel shall be equipped with latest technology GPS / chartplotter/ Fishfinder Combination together will 3 in 1 Transducer and all other ancillary

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devices. Plastic splash cover and screen protector to be included. Latest updated electronic nautical chart to be installed onto device. Training on the correct use of the device to be completed by Manufacturer to TNPA skipper/s.

14.5.3 Vessel to be equipped with latest technology VHF radio with Digital Selective Calling

and all necessary Icasa Registrations (ship station radio licence). Tuned and working on channels in each of the local areas where vessels will be deployed. As well as charging station/ports for spotlight and hand held equipment.

14.5.4 Vessel class shall be Category C commercial class and must comply with all class requirements.

14.5.5 Vessel to be night rated.

14.5.6 Vessel to be constructed and certified for carriage of 8 crew including skipper

14.5.7 Vessel to be delivered with up to date Certificate of Fitness ready for use.

14.5.8 Vessels to be registered with the local Authority in areas where they will be deployed, unique registration numbers to be clearly printed on either side of vessel together with vessel name and Transnet National Ports Authority Logos.

14.6 **Ancillary equipment**


14.6.1 In addition to all statutory equipment to fulfil the requirements of the South African Maritime Safety Authority the vessel shall be equipped with the following:

14.6.1.1 Double stainless steel rollbar constructed out of 316 stainless steel tuning securely mounted to transom and deck.

14.6.1.2 Collapsible, removable fold down sun canopy over instrument consol area.

14.6.1.3 Lightweight boat cover and lightweight engine covers


14.6.1.4 2 x ` ladders mounted securely to floor at rear of vessel that will be able to be used in the event of a man overboard scenario.

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- 14.6.1.5 1 x Standard Aluminium Boat hook stowed in a secure Mounting
- 14.6.1.6 1 x Life ring mounted in conspicuous area with easy access.
- 14.6.1.7 2 x Small DCP fire extinguishers securely mounted.

14.7 Galvanised Trailer

- 14.7.1 Gross vehicle mass on trailer not to exceed 2000kg
- 14.7.2 Trailer to be fully compliant with Road traffic Management Act.
- 14.7.3 Trailers to be registered with the local Licencing Authority in areas where they will be based and be delivered ready for use including Number plate, road worth certificate and licence disc mounted in a waterproof holder
- 14.7.4 Trailer to be of heavy duty break neck design and incorporate all roller guides, keel seats and hull supports.
- 14.7.5 Trailer to have double Oil filled Braked axel with overrun coupling and hand brake and adequately sized heavy duty leaf springs treated with liberal coats of corrosion preventing spray
- 14.7.6 Trailer to be fitted with 3 galvanised Rims and all terrain tyres. Spare wheel to be mounted.
- 14.7.7 Trailer to be fitted with reinforced mud guards that will be used as a step when climbing onto boat.
- 14.7.8 Trailer to be fitted with 2 x guide bars mounted vertically at rear of trailer to aid vessel recovery at slipway.
- 14.7.9 Trailer to have removable LED Tail lights that will be removed oved and placed in holders at the front of the trailer when launching and recovering the vessel. Removable Tailboard is not desirable for this application
- 14.7.10 Trailer to be fitted with Stainless steel hand Winch, capable of hauling boat onto trailer. Stainless steel winch wire and Galvanised hook to be included. Wire end to be crimped as bulldog clamps are not desired for this application.
- 14.7.11 Trailer to be equipped with 3 x high quality stainless steel Bottle screw type Turn buckles and associated stainless steel shackles.
- 14.7.12 Trailer to be fitted with Heavy Duty removable galvanised double Jockey wheel.

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14.8 Spares to be supplied with the vessels

- 14.8.1 All statutory spares as required by the South African Maritime Safety Authority for the category of the vessel.
- 14.8.2 2 x additional spare propellers.
- 14.8.3 4 X additional Fuel cans including lids
- 14.8.4 2 x spare keys and Deadman switch with lanyards (1 per ignition)
- 14.8.5 2 x complete spare leaf springs, mounting bolts and mounting rubbers and
Wheels bearings



Annexure C

Non-Disclosure Agreement



NON DISCLOSURE AGREEMENT

[October 2025]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFI bid response hereto

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 Bid 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** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid 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 Bid 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 Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid 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 Bid 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.

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Annexure D

Transnet's General Bid Conditions

GENERAL BID CONDITIONS

[October 2025]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 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.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential Supplier or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 244 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-

working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

- 34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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Annexure E

Transnet's Supplier Integrity Pact



Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 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 Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, 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.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Bidder / Supplier;
 - f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
 - g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:
- 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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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