



Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

RFP NUMBER	: iCLM HQ 736/TPT
ISSUE DATE	: 30/05/2023
TENDER CLARIFICATION MEETING	: 08/06/2023
CLOSING DATE	: 29 /06/2023
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 180 business days from closing date



Contents

Number	Heading
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The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Pricing Schedule |

Part C3: Scope of Work

- | | |
|------|-------------------|
| C3.1 | Goods Information |
|------|-------------------|

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

TENDER CLARIFICATION MEETING	A Tender Clarification Meeting will be conducted on Microsoft teams... on the 08/06/2023 at 10:00am [10 O'clock] . [Tenderers to ensure their connectivity for the whole duration of the clarification meeting]. Interested bidders should send an email with their contact details to: thembi.phahla@transnet.net
CLOSING DATE	10:00am on (29/06/2023) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-15], [**Breach of Law**]

whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

		C2.2 Price Schedule
	Part C3: Scope of work	C3.1 Goods Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Thembi Phahla
	Address:	Transnet Port Terminals 202 Anton Lembede Durban 4001
	Tel No.	031 308 8073
	E – mail	Thembi.Phahla@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Each tender offer shall be in the English Language .	
C.2.13.5	The Employer's details and identification details that are to be shown on each tender offer are as follows:	
C.2.15.1	Identification details:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: ▪ The Tender Description <p>Documents must be marked for the attention of: Employer's Agent:</p>
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.	
C.2.15	<p>The closing time for submission of tender offers is:</p> <p>Time: 10:00am on the 29/06/2023</p> <p>Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net);</p>	

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 business days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C.3.11. Only tenders that are administratively and substantively responsive will be evaluated further in accordance with the 80/20 preference points systems :

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes. (Refer to Page 5 Technical requirements)

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt

Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



Transnet Port Terminal

Tender Number: **ICLM HQ 736/TPT**

Description of the Services: **FOR THE MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY**

Evaluation Criteria	Description	Scoring principal	Returnable	Criteria	Weighting
Eligibility	The minimum sweeping width of the sweeper, with side brush/es, is 2500 mm		T.2.2-01	Yes/No	
	Area that can be swept by the sweeper in an hour is at least 50000 m2		T.2.2-01	Yes/No	
	Volume of debris hopper to be at least 4500 liters		T.2.2-01	Yes/No	
	Final colour is RAL3020 (red)		T.2.2-01	Yes/No	
	Sweeper is fitted with main brush and at least one side brush		T.2.2-01	Yes/No	
	Sweeper is fit for continuous outdoor use and has an enclosed cabin, with air conditioner		T.2.2-01	Yes/No	
	Sweeper is fitted with a water spray dust suppression system and vacuum system		T.2.2-01	Yes/No	
	Sweeper is fitted with a magnet to the front of the machine to collect steel debris		T.2.2-01	Yes/No	
	Sweeper is powered by a diesel engine		T.2.2-01	Yes/No	
Technical & Operational	Compliance to Employer's Technical Specification	>=64 compliant clauses = 100 % <64 but >=61 compliant clauses = 80 % <61 but >=58 compliant clauses = 60 % <58 but >=55 compliant clauses = 40 % <55 but >=52 compliant clauses = 20 % < 52 compliant clauses = 0 %	T.2.2-05	Compliance to Technical Spec TPT_TS_MS Rev 6	25
	Corrosion Protection guarantee	Corrosion Protection Guarantee > or = 10 years = 100% Corrosion Protection Guarantee > or = 8 years but less < 10 years = 80% Corrosion Protection Guarantee > or = 7 years but less < 8 years = 60% Corrosion Protection Guarantee > or = 6 years but less < 7 years = 40% Corrosion Protection Guarantee > or = 5 years but less < 6 years = 20% Corrosion Protection Guarantee < 5 years = 0%	T.2.2-03	Guarantee offered on corrosion protection	5
	Paint Thickness and number of coats	Paint thickness > or = 300 microns and at least 3 coats paint = 100% Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 80% Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 60% Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 40% Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 20% Paint thickness < 200 microns or less than 3 coats paint = 0%	T.2.2-07	Paint Thickness and number of coats	5
	Warranty or Guarantee in excess of 12 months for diesel motor, hydraulic components, structure (chassis) and electrical/controls.	For guarantee on all 4 components of the equipment > or = 24 months for Diesel motor, Hydraulic components, structure and electrical/controls = 100% For guarantee on at least 3 components of the equipment > or = 24 months and the remaining 1 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 80% For guarantee on at least 2 components of the equipment > or = 24 months and the remaining 2 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 60% For guarantee on at least 1 component of the equipment > or = 24 months and the remaining 3 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 40% For guarantee on components of the equipment > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 20% For guarantee on components of the equipment < 12 months for Diesel motor, Hydraulic components, structure and electrical/controls = 0%	T.2.2-03	Duration in months	10
	Duration, in hours, sweeper can operate on one tank of fuel.	For the machine operating > or = 12 hours on one fuel tank = 100% For the machine operating > or = 11 hours on one fuel tank = 80% For the machine operating > or = 10 hours on one fuel tank = 60% For the machine operating > or = 9 hours on one fuel tank = 40% For the machine operating > or = 8 hours on one fuel tank = 20% For the machine operating < 8 hours on one fuel tank = 0%	T.2.2-07	Duration (hours) machine can operate on one tank of fuel	5
	Gradeability of machine	If gradeability is > or = 15%, then 100% If gradeability is > or = 14% but < than 15%, then 80% If gradeability is > or = 13% but < than 14%, then 60% If gradeability is > or = 12% but < than 13%, then 40% If gradeability is > or = 11% but < than 12%, then 20% If gradeability is < than 11%, then 0 %	T.2.2-07	Percentage gradeability	5
	Sub-total				55
Track Record	Number of mechanical sweepers with a performance of at least 40 000 m2 per hour, supplied over the last 5 years by agent and / or OEM, either delivered to customers or for use as hire machines.	> or = 20 units score 100% > or = 16 but < 20 units scores 80% > or = 12 but < 16 units scores 60% > or = 8 but < 12 units scores 40% > or = 4 but < 8 units scores 20% < 4 units score 0 points	T.2.2-04	No. of units supplied	20
	Sub-total				20
Lead time	Lead time from contract award to commissioning & handover (incl endurance testing) of mechanical sweeper trucks. (Scoring to be pro-rata for staggered delivery.)	< or = 5 months = 100% > 5 months & < or = 6 months = 80% > 6 months & < or = 7 months = 60% > 7 months & < or = 8 months = 40% > 8 months & < or = 9 months = 20% > 9 months = 0 %	T.2.2-06	Lead time in months	25
	Sub total				25
	TOTAL RATING				100

T2.1 List of Returnable Documents

Stage One: Eligibility Criteria Schedule

T2.2-01 Compliance to eligibility

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

T2.2-02 **Evaluation Schedule:** Recommended Spares List

T2.2-03 **Evaluation Schedule:** Guarantees and warranties

T2.2-04 **Evaluation Schedule:** Track Record

T2.2-05 **Evaluation Schedule:** Compliance to employer's Technical Specification

T2.2-06 **Evaluation Schedule:** Delivery lead times

T2.2-07 **Evaluation Schedule:** Suppliers Specification

2.1.3 Returnable Schedules:

General:

T2.2-08 Site Establishment

T2.2-09 Supplier Code of Conduct

T2.2-10 Authority to submit tender

T2.2-11 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

T2.2-12: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-13 Non-Disclosure Agreement

T2.2-14 RFP Declaration Form

T2.2-15 RFP – Breach of Law

T2.2-16 Certificate of Acquaintance with Tender Document

T2.2-17 Service Provider Integrity Pact

T2.2-20 RFP clarification request form

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-18 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-19 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions & C2.2 Price Schedule

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/TPT

DESCRIPTION OF WORKS: DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY

Mechanical Sweeper	Compliance to Eligibility Criteria	Tender Schedule: T2.2-01
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Mandatory

Tenderers are to list in this schedule compliance to the Eligibility Criteria of the Mechanical Sweeper

Parameter for Mechanical Sweeper	Comply (Yes/No)
The minimum sweeping width of the sweeper, with side brush/es, is 2500 mm	
Area that can be swept by the sweeper in an hour is at least 50000 m2	
Volume of debris hopper to be at least 4500 liters	
Final colour is RAL3020 (red)	
Sweeper is fitted with main brush and at least one side brush	
Sweeper is fit for continuous outdoor use and has an enclosed cabin, with air conditioner	
Sweeper is fitted with a water spray dust suppression system and vacuum system	
Sweeper is fitted with a magnet to the front of the machine to collect steel debris	
Sweeper is powered by a diesel engine	

Signed _____

Date _____

TRANSNET PORT TERMINALS

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Name _____ Position _____

Tenderer _____

TRANSNET PORT TERMINALS

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Mechanical Sweeper	Recommended Spares List	Tender Schedule: T2.2-02
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Note to Tenderer:

Tenderers are to complete this schedule with regards to recommended spares required for the first year of operation (approximately 2,000 hours).

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

Prices for the spares to be valid for one year (12 months).

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
Etc.					

Signed

Date

Name

Position

Tenderer

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Sweepers	Guarantees and Warranties	Tender Schedule: T2.2-03
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The extent of guarantees and warranties in **excess of the standard 12 months** that can be offered by the Tenderer on diesel motor, hydraulic components, structure (chassis) and electrical/controls will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer's specification EEAM-Q-008 is critical.

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

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

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

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

Is technical support available locally: _____(Yes / No)

Details of local Technical Support after completion:

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

Lead time for on-site Technical Support: _____hours

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Lead time for major spares (excluding consumables):

Are major spares held locally: _____(Yes / No)

Tenderers to indicate in returnable T2.2-02 which spares are available locally.

Other Value Adding Elements

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

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

Score Points	Maximum 10 points
100	For guarantee on all 4 components of the equipment > or = 24 months for Diesel motor, Hydraulic components, structure and electrical/controls
80	For guarantee on at least 3 components of the equipment > or = 24 months and the remaining 1 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls
60	For guarantee on at least 2 components of the equipment > or = 24 months and the remaining 2 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls
40	For guarantee on at least 1 component of the equipment > or = 24 months and the remaining 3 > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls
20	For guarantee on components of the equipment > or = 12 months for Diesel motor, Hydraulic components, structure and electrical/controls
0	For guarantee on components of the equipment < 12 months for Diesel motor, Hydraulic components, structure and electrical/controls

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/ TPT

DESCRIPTION OF WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY

Score (%)	Guarantees and Warranties on Corrosion Protection of the Sweeper: Maximum 5 points
100	Corrosion Protection Guarantee > or = 10 years = 100% of points
80	Corrosion Protection Guarantee > or = 8 years but less < 10 years = 80% of points
60	Corrosion Protection Guarantee > or = 7 years but less < 8 years = 60% of points
40	Corrosion Protection Guarantee > or = 6 years but less < 7 years = 40% of points
20	Corrosion Protection Guarantee > or = 5 years but less < 6 years = 20% of points
0	Corrosion Protection Guarantee < 5 years = 0 % of points

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/ TPT

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Sweeper	Track Record	Tender Schedule: T2.2-04
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Tenderers are required to demonstrate their, or their OEM's, experience in the supply of Mechanical Ride-On Sweepers, with a performance capability of at least 40 000 m2 per hour, **over the last 5 years**, and to this end shall supply a sufficient detailed comprehensive reference list with Mechanical Sweeper's details and contact details of existing customers. If Suppliers also hire out these units, new units acquired for this purpose can also be added to the reference list.

#	Name of Previous Customer	Contact Details	Performance capabilities (>40 000 m2 per hour)	No. of Units	Year
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

TRANSNET PORT TERMINALS
TENDER NUMBER iCLM HQ 736/ TPT
DESCRIPTION OF WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3)
INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT
TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF
SUPPLY

The scoring of the Track Record for the Sweepers will be as follows:

Score (%)	Track Record for supply of Sweepers: Maximum points 20
100	> or = 20 units
80	> or = 16 but < 20 units
60	> or = 12 but < 16 units
40	> or = 8 but < 12 units
20	> or = 4 but < 8 units
0	< 4 units score 0 points

Signed

Date

Name

Position

Tenderer _____

TRANSNET PORT TERMINALS
TENDER NUMBER iCLM HQ 736/ TPT
DESCRIPTION OF WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY.

Sweeper	Compliance to Employer's Technical Specification	Tender Schedule: T2.2-05
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Tenderers are to complete this schedule with regards to Compliance to the Employer's Technical Specification.

Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification "TPT_TS_MS Rev 6". Elements of this document not completed will be deemed as non-compliance to that particular clause.

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

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

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
1. Scope		
1		
2. Operational Requirements		
2.1 Site Specific Requirements		
2.1.1		
2.2 Ergonomics		
2.2.1 Operators Cabin		
2.2.1.1		
2.2.1.2		
2.2.1.3		
2.2.1.4		
2.2.1.5		
3. Technical Requirements		
3.1 Mechanical brooms		
3.1.1		
3.1.2		
3.2 Debris Conveyor		
3.2.1		
3.2.2		

3.3 Debris Dump Hopper		
3.3.1		
3.3.2		
3.3.3		
3.3.4		
3.4 Chassis		
3.4.1		
3.5 Diesel Engine and Transmission		
3.5.1		
3.5.2		
3.5.3		
3.5.4		
3.5.5		
3.5.6		
3.5.7		
3.5.8		
3.5.9		
3.5.10		
3.5.11		
3.5.12		
3.5.13		
3.5.14		
3.5.15		
3.6 Brake System		
3.6.1		
3.7 Tyres and rims		
3.7.1		
3.7.2		
3.7.3		
3.7.4		
3.7.5		
3.8 Electrical system		
3.8.1		
3.8.2		
3.8.3		
3.8.4		
3.8.5		

3.9 Painting		
3.9.1		
3.9.2		
3.9.3		
3.9.4		
3.9.5		
3.9.6		
3.9.7		
3.10 General		
3.10.1		
3.10.2		
3.10.3		
3.10.4		
3.10.5		
4. Safety and Environment		
4.1 Safety Requirements		
4.1.1		
4.1.2		
4.1.3		
4.2 Environmental Requirements		
4.2.1		
4.2.2		
5. Maintenance		
5.1 Lubrication		
5.1.1 Manual Lubrication		
5.1.1.1		
5.1.1.2		
5.2 Accessibility		
5.2.1		
6. General		
6.1		
6.2		
6.3		
6.4		
6.5		
6.6		
6.7		

7. Referenced Specifications		
7.1 Standard specifications		
7.1		
7.2 Employer specifications		
7.2		

The scoring of the Compliance to Employer's Technical Specification for the Sweepers will be as follows:

Score (%)	Compliance to Employer's Technical Specification for supply of Sweeper: Maximum points 25
100	>=64 compliant clauses = 100 % of points
80	<64 but >= 61 compliant clauses = 80 % of points
60	<61 but >=58 compliant clauses = 60 % of points
40	<58 but >=55 compliant clauses = 40 % of points
20	<55 but >=52 compliant clauses = 20 % of points
0	< 52 compliant clauses = 0 % of points

Signed _____ Name _____ Position _____ Date _____

Tenderer _____

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/TPT

DESCRIPTION OF WORKSDESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY

Mechanical Sweeper	Delivery Lead Time	Evaluation Schedule: T2.2-06
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Mandatory

The Tenderer must submit a holistic programme for the delivery of the Mechanical Sweepers, showing the duration and location of each major related activity e.g. manufacture / assembly of modules and/or the complete Sweeper, testing of each module and/or the complete Sweeper, cold commissioning, disassembly (if applicable), shipping of parts / modules or complete Sweeper, site erection stages (if applicable), final testing, commissioning, training and endurance test.

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/TPT

DESCRIPTION OF WORKS: DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY

Activity

Duration (months)

1. Order placement to shipping date

2. Order placement to site delivery

3. Order placement to hand over (endurance test complete)

The table below will be used as guidelines for scoring/evaluating Delivery Lead Time submitted by the Tenderer:

Delivery Lead Time - Total Score – 25 Points	
Score 0	> 9 months
Score 20	> 8 months & < or = 9 months
Score 40	> 7 months & < or = 8 months
Score 60	> 6 months & < or = 7 months
Score 80	> 5 months & < or = 6 months
Score 100	< or = 5 months

Signed

Date

Name

Position

Tenderer:

TRANSNET PORT TERMINALS
TENDER NUMBER iCLM HQ 736/TPT
DESCRIPTION OF WORKS:MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3)
INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT
TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF
SUPPLY

Mechanical Sweeper	Supplier's Specifications	Tender Schedule: T2.2-07
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Tenderers are to list in this schedule all specifications applicable to the Mechanical Sweeper offered.

Parameters for Mechanical Sweeper	Value / Detail	Comments
Performance: area sweeper can cover (sweep) per hour (m2 / hour)		
Volume of the debris hopper (litres)		
Main brush: How many, and dimensions of main brush/es (mm)		
Side brush: How many, and dimensions of side brush/es (mm)		
Sweeping width of sweeper offered		
Is sweeper offered equipped with a heavy duty air-conditioner filter (Yes / No)		
Make of diesel motor offered		
Diesel engine complies with "EUROMOT IIIA" emission standards (Yes / No)		
Maximum travelling speed of the machine (km/hour)		
Maximum sweeping speed of the machine (km/hour)		
Is emptying of the debris / waste hopper automated (hydraulic) or manual?		

TRANSNET PORT TERMINALS
TENDER NUMBER iCLM HQ 736/TPT
DESCRIPTION OF WORKS:MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3)
INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT
TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF
SUPPLY

Maximum dump height of the hopper (mm)		
Parameters for Mechanical Sweeper	Value / Detail	Comments
Capacity of fuel tank (liters)		
Duration, in hours, the sweeper can operate on one tank of fuel.		
Sweeper offered is fitted with a seat belt (Yes / No)		
Filter area of the sweeper (m2)		
Gradeability of the machine (%)		
Gross machine weight (ton)		
<u>Corrosion Protection:</u> Number of Coats of Paint Minimum overall Paint Thickness (micron)		
Other "Value-add" systems; designs; innovations		
1.		
2.		
3.		

The scoring of the paint thickness and number of coats for the Sweepers will be as follows:

Score (%)	Paint thickness and number of coats of sweeper: Maximum points 5
100	Paint thickness > or = 300 microns and at least 3 coats paint = 100%
80	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 80%
60	Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 60%
40	Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 40%
20	Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 20%
0	Paint thickness < 200 microns or less than 3 coats paint = 0%

The scoring of the Duration, in hours, sweeper can operate on one tank of fuel will be as follows:

Score (%)	Duration, in hours, sweeper can operate on one tank of fuel: Maximum points 5
100	For the machine operating > or = 12 hours on one fuel tank = 100% of points
80	For the machine operating a > or = 11 hours on one fuel tank = 80% of points
60	For the machine operating a > or = 10 hours on one fuel tank = 60% of points
40	For the machine operating a > or = 9 hours on one fuel tank = 40% of points
20	For the machine operating a > or = 8 hours on one fuel tank = 20% of points
0	For the machine operating a < 8 hours on one fuel tank = 0% of points

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/TPT

DESCRIPTION OF WORKS:MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY

The scoring of the gradeability (%) the Sweeper can achieve will be as follows:

Score (%)	Gradeability of Sweeper: Maximum points 5
100	If gradeability is > or = 15%, then 100% of points
80	If gradeability is > or = 14% but < than 15%, then 80% of points
60	If gradeability is > or = 13% but < than 14%, then 60% of points
40	If gradeability is > or = 12% but < than 13%,then 40% of points
20	If gradeability is > or = 11% but < than 12%,then 20% of points
0	If gradeability is < than 11%, then 0 % of points

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

TRANSNET PORT TERMINALS

TENDER NUMBER iCLM HQ 736/ TPT

DESCRIPTION OF WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY.

Mechanical Sweeper	Site Establishment Requirements	Tender Schedule: T.2.2-08
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It is assumed that the Mechanical Sweeper Trucks will be delivered to site completely assembled. If this is not the case, Tenderers are to indicate their site establishment requirements at the various Terminals, i.e. Pier 1, Pier 2 and Durban Car Terminal, for the supply / assembly of the Sweeper, including the following:

- Erection site area required (m²).
- Site lay-down area required (m²) and preferred proximity to the erection site.
- Estimated electricity usage per week including average usage and peak demand.
- Estimated water consumption per week including average usage and peak demand.

Signed

Date

Name

Position

Tenderer _____

T2.2-09 : Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
- 2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

I,

of

(insert name of Director or as per Authority Resolution from Board of Directors) (insert name of Company)

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

Signed this on day _____ at

Signature

T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11: Record of Addenda to Tender Documents

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

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

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

80/20 preference point system will apply Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
 8.2 VAT registration number:.....
 8.3 Company registration number:.....
 8.4 TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
 Y One person business/sole propriety
 Y Close corporation
 Y Company
 Y (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
 Y Supplier
 Y Professional Supplier
 Y Other Suppliers e.g. transporter, etc.
 [TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

² 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 bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and

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

possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder



T2.2-13 NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-17 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

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

T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

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

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on

which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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

Tansnet Port Terminals

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

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

Signature

Date

T2.2-18: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

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T2.2-19 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET PORT TERMINALS

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**SUPPLIER DECLARATION FORM****Supplier Declaration Form**

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	

TRANSNET PORT TERMINALS

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?							Yes			No		
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:												

**TRANSNET PORT TERMINALS**

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

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

**TRANSNET PORT TERMINALS**

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

Name and Surname		Designation	
Signature		Date	

TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

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**APPENDIX B**Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20____,

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

Commissioner of Oaths

TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

**APPENDIX C**

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

**TRANSNET PORT TERMINALS**

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on

**TRANSNET PORT TERMINALS**

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

the latest financial year-end of _____, the annual Total Revenue was
between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature:

Date:

Commissioner of Oaths

Signature & stamp

TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

**APPENDIX D****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

**TRANSNET PORT TERMINALS**

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a)unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c)Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e)Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY



- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:

Date:

Commissioner of Oaths

Signature & stamp

TRANSNET PORT TERMINALS

Tender Number: iCLM HQ 736/TPT

Description of Supply: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

**VENDOR REGISTRATION DOCUMENTS CHECKLIST**

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

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



Transnet Port Terminals
 Contract Number: iCLM HQ 736/TPT
 Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

C1.1 Form of Offer & Acceptance

Mandatory

Offer

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

Title of the Contract

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the starting date as set out in Clause 30.1 of the Contract Data by Purchaser.

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date



Transnet Port Terminals
 Contract Number: iCLM HQ 736/TPT
 Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

C1.2 SC Contract Data

Part one - Data provided by the Purchaser

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for Options	
		X2 Changes in the law X7: Delay damages X13: Performance bond Z: Additional conditions of contract
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The Purchaser is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The Supply Manager is (name):	Benjamin Bloem
	Address	202 Anton Lembede, Durban, 4001
	Tel	031 308 8106
11.2(13)	The goods are	MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS
11.2(14)	The following matters will be included in the Risk Register	No additional information required
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents and drawings to which it makes reference.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	2 weeks



Transnet Port Terminals

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2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The starting date is.	TBA	
30.1	The delivery date of the goods and services is:	goods and services	delivery date
		1	[•]
		2	[•]
		3	[•]
30.2	The Supplier does not bring the goods to the Delivery Place more than one week before the Delivery Date.	[no data required]	
31.1	The Supplier is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The Supplier submits revised programmes at intervals no longer than	1 weeks.	
4	Testing and defects		
42	The defects date is	52 weeks after Delivery.	
43.2	The defect correction period is	[•] weeks	
	except that the defect correction period for	[•] is [•] weeks	
	and the defect correction period for	[•] is [•] weeks	
42.2	The defects access period is	[•] days	
	except that the defect access period for	[•] is [•]	
	and the defect access period for	[•] is [•]	
5	Payment		
50.1	The assessment interval is monthly	On the 25th of each successive month.	
51.1	The currency of this contract is the	South African Rand	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.	
51.4	The interest rate is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data is required for this section of the conditions of contract.	



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

7	Title	No additional data is required for this section of the conditions of contract.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional Purchaser's risks	1. [•] 2. [•] 3. [•]
84.1	The Purchaser provides these insurances from the Insurance Table	1. Insurance against [•] Cover / indemnity is [•] The deductibles are [•] 2. Insurance against [•] Cover / indemnity is [•] The deductibles are [•]
84.1	The Purchaser provides these additional insurances	[•] 1. Insurance against [•] Cover / indemnity is [•] The deductibles are [•]
84.1	The Supplier provides these additional insurances	1. Insurance against Supply manufacture involving pre-payments. Insurable interest in terms of the pre payments made towards manufacturing of an item. PI exposure Manufacturing 2 – 3 per raw material and/or volume of completed prior to delivery to Transnet including transportation to a Transnet site until off loaded. Balance of Vehicle Third Party Liability Cover / indemnity is [•] The deductibles are [•]
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the Purchaser is:	[•]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and	



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

	materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is:	whatever the Supplier deems necessary in addition to that provided by the Purchaser.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)..
88.1	The Supplier's liability to the Purchaser for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is limited to	Total of the Prices
88.3	The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to:	The cost of correcting the defect (The Total of the Prices)
88.4	The Supplier's total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices
88.5	The end of liability date is	2 years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The Adjudicator is (Name)	Either, state the name of the person selected & complete the contact details below Or, state the person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The Adjudicator nominating body is:	the Chairman of The Association of



Transnet Port Terminals
 Contract Number: iCLM HQ 736/TPT
 Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

		Arbitrators (Southern Africa)	
94.4(2)	The tribunal is:	Arbitration	
94.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).	
94.4(5)	The place where arbitration is to be held is	[•] South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).	
10	Data for Option clauses		
X2	Changes in the law		
X2.1	A change in the law of	[•] is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
			0.1% of the contract value per delay, limited to 5% of the total contract value as per NEC contract
X13	Performance bond		
X13.1	The amount of the performance bond is	R [•] (10% of the total of the Prices at the Contract Date).	
Z	The additional conditions of contract are		
Z3	Additional clause relating to Performance Bonds and/or Guarantees		
Z3.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the Purchaser by a financial institution reasonably acceptable to the Purchaser.		
Z4	Additional clauses relating to Joint Venture		



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

Z4.1

Insert the additional core clause 27.5

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

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

A brief description of the Contract and the Deliverables;

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

The constituent's interests;

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

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

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

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

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

Financial requirements for the Joint Venture:

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

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

Z4.2

Insert additional core clause 27.6

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

Z5

Additional obligations in respect of Termination



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



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECH. SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

**Z8 Protection of Personal
Information Act**

Z8.1

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

Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

C1.2 Contract Data

Part two - Data provided by the Supplier

Notes to a tendering supplier:

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

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

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

Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

63.2	The percentage for overheads and profit added to the Defined Cost is	%
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Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

C1.3 Forms of Securities

Pro formas for Guarantees

For use with the NEC3 Supply Contract (December 2009 with amendments April 2013)

The conditions of contract stated in the Contract Data Part 1 may include the following Options:

Option X13: Performance guarantee

These Options require a guarantee "in the form set out in the Goods Information".

Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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

Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

Pro forma Performance Guarantee – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee / Guarantee)

[Insert Purchaser's name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Guarantee – Demand Guarantee for [insert name of Supplier] required in terms of contract [insert Supplier's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the goods and services, entered into between the Purchaser and the Supplier, on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Supplier" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Purchaser" means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the Purchaser stating that all amounts due from the Supplier as certified in terms of the contract have been received by the Purchaser and that the Supplier has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Guarantee for such lesser or higher amount as may be required by the Purchaser.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"goods and services" means	[insert details from Contract Data part 1]

2. At the instance of the Supplier, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Purchaser as security for the proper

Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

performance by the Supplier of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Purchaser, on written demand from the Purchaser received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the Purchaser by a director of the Purchaser;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the Purchaser in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this guarantee in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Purchaser and the Supplier.
6. The Purchaser shall be entitled to arrange its affairs with the Supplier in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Supplier or any variation under or to the Contract.
7. Should the Purchaser cede its rights against the Supplier to a third party where such cession is permitted under the Contract, then the Purchaser shall be entitled to cede to such third party the rights of the Purchaser under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the Purchaser and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.



Transnet Port Terminals

Contract Number: iCLM HQ 736/TPT

Contract Title: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINAL AS A ONCE OFF SUPPLY

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

TRANSNET PORT TERMINALS
TENDER NUMBER: iCLM HQ 736/TPT
DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY.

PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.2	Pricing Schedule	3
	Total number of pages	4

C2.1 Pricing instructions:

1. The *conditions of contract*

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

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

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

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

1.2 Function of the *Price Schedule*

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

1.3 Preparing the *price schedule*

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

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

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

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

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

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

1.4 Format of the *price schedule*

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

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

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

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

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

Mandatory Returnable

C2.2 Price Schedule

C.2.2.1 Option 1

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

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

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

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

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

For any supply items, it is Transnet's preference to enter into a contract on a **DDP** (Incoterms 2010, Port of Durban) basis. However, a DAP (Incoterms 2010, Port of Durban will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g. Customs VAT, cargo

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM HQ 736/TPT

DESCRIPTION OF THE GOODS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY.

Item	Activity Description	Quantity	Total Price	Payment terms
1	Main Offer			
1.1	The manufacture, supply, delivery and commissioning of one (1) industrial mechanical sweeper truck for Durban Container Terminal (DCT) Pier 2. (Supplier shall refer to 4.1.2.1 for site specific requirements.)	1		100% payment on hand over of the industrial mechanical sweeper truck
1.2	The manufacture, supply, delivery and commissioning of one (1) industrial mechanical sweeper truck for Pier 1 Container Terminal in Durban. (Supplier shall refer to 4.1.2.1 for site specific requirements.)	1		100% payment on hand over of the industrial mechanical sweeper truck
1.3	The manufacture, supply, delivery and commissioning of one (1) industrial mechanical sweeper truck for Durban Car Terminal. (Supplier shall refer to 4.1.2.1 for site specific requirements.)	1		100% payment on hand over of the industrial mechanical sweeper truck
1.4	The familiarization training of operational and maintenance personnel at Durban Container Terminal (DCT) Pier 2.	Lot		100% payment on completion of the formal training
1.5	The familiarization training of operational and maintenance personnel at Pier 1 Container Terminal in Durban.	Lot		100% payment on completion of the formal training
1.6	The familiarization training of operational and maintenance personnel at Durban Car Terminal.	Lot		100% payment on completion of the formal training
	Total Excl VAT (to be transferred to the Form of Offer)			

Item	Activity Description	Total Price	Payment terms
2	PRICED OPTIONS		
2.1	Provide a priced recommended spares list for the units in 1.2.1.1, 1.2.1.2 and 1.2.1.3 for the first year of operation. Prices of spares to be valid for one year.		100% on delivery of spares
2.2	Provide a maintenance contract for a period of 2 years for the sweeper truck for Durban Container Terminal (DCT) Pier 2.		100% on delivery of maintenance service
2.3	Provide a maintenance contract for a period of 2 years for the sweeper truck for Pier 1 Container Terminal in Durban.		100% on delivery of maintenance service
2.4	Provide a maintenance contract for a period of 2 years for the sweeper truck for Durban Car Terminal.		100% on delivery of maintenance service

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM HQ 736/TPT

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT VARIOUS DURBAN TERMINALS, AS A ONCE OFF SUPPLY.



PART 3: SCOPE OF *GOODS*

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	
C3.2	<i>Supplier's Goods Information</i>	
	Total number of pages	11

C3.1 PURCHASER'S GOODS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF THREE (3) INDUSTRIAL MECHANICAL SWEEPER TRUCKS FOR VARIOUS DURBAN TERMINALS

1. Description of the Goods

1.1. Background

The Durban Terminals contribute to the economy of South Africa by facilitating the import and export of cargo across different sectors, including Containers, Minerals, Agricultural Bulk, Break-bulk and Automotive. The Automotive cargo is rolled in (export) and out (import) the vessels. The containers, bulk, break-bulk and agricultural bulk cargo is transported into the ports via rail and road thereafter offloaded, stockpiled and loaded onto the vessels for export, and vice versa for import.

The above-mentioned activities generate significant dust and spillages (i.e. debris, metal etc.) in the terminals. This increases the risk of damage to equipment, and safety incidents as well as customer claims and operational stoppages at the terminals. The automotive terminal's cargo (vehicles) and majority of the operational equipment functions on rubber tyres. These tyres can be adversely impacted by the debris, which increases TPT's operational costs (i.e., repairs and maintenance as well as customer claims on damaged vehicles tyres).

The requirement is for one sweeper machine per the following terminals:

- One (1) industrial mechanical sweeper truck for Durban Container Terminal (DCT) Pier 2,
- One (1) industrial mechanical sweeper truck for Pier 1 Container Terminal,
- One (1) industrial mechanical sweeper truck for Durban Car Terminal,

1.2. The scope of Goods

1.2.1. Main Offer

1.2.1.1. The manufacture, supply, delivery and commissioning of one (1) industrial mechanical sweeper truck for Durban Container Terminal (DCT) Pier 2. (Supplier shall refer to 4.1.2.1 for site specific requirements.)

- 1.2.1.2. The manufacture, supply, delivery and commissioning of one (1) industrial mechanical sweeper truck for Pier 1 Container Terminal in Durban. (Supplier shall refer to 4.1.2.1 for site specific requirements.)
- 1.2.1.3. The manufacture, supply, delivery and commissioning of one (1) industrial mechanical sweeper truck for Durban Car Terminal. (Supplier shall refer to 4.1.2.1 for site specific requirements.)
- 1.2.1.4. The familiarization training of operational and maintenance personnel at Durban Container Terminal (DCT) Pier 2.
- 1.2.1.5. The familiarization training of operational and maintenance personnel at Pier 1 Container Terminal in Durban.
- 1.2.1.6. The familiarization training of operational and maintenance personnel at Durban Car Terminal.

1.2.2. Priced Options

- 1.2.2.1 Provide a priced recommended spares list for the units in 1.2.1.1, 1.2.1.2 and 1.2.1.3 for the first year of operation. Prices of spares to be valid for one year.
- 1.2.2.2 Provide a maintenance contract for a period of 2 years for the sweeper truck for Durban Container Terminal (DCT) Pier 2.
- 1.2.2.3 Provide a maintenance contract for a period of 2 years for the sweeper truck for Pier 1 Container Terminal in Durban.
- 1.2.2.4 Provide a maintenance contract for a period of 2 years for the sweeper truck for Durban Car Terminal.

2. Definitions

- 2.1. SPECIFICATION means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.
- 2.2. Reference in the *Goods* Information and standard specifications to "equipment" means the industrial mechanical sweeper trucks as defined in the scope of *Goods*.
- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1 000kg or approximately 2 204.62 pound mass.

- 2.4. DELIVERY OF GOODS is defined as when the industrial mechanical sweeper trucks have completed their 8 hour endurance test to the satisfaction of the *Purchaser*.
- 2.5. *Purchaser* is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the *goods*; paymaster (i.e. Transnet Port Terminals shall pay); a party to the contract.

3 Management and start up.

3.1 Management meetings

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

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

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

3.2 Documentation control

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

3.3 Safety risk management

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

3.4 Environmental constraints and management

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

3.5 Quality assurance requirements

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

Special attention must be paid to the following:

- Quality management objectives.

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

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

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

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

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

3.6 Programming constraints

3.6.1 General

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

3.6.2 Programme submission

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

The preferred software package is Microsoft Projects or similar approved.

3.6.3 Contract programme (baseline)

The *Supplier's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each

activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

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

3.6.4 Revisions to contract schedule

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

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

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

3.6.5 Supplementary programmes

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

3.6.6 Cash flow

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

3.6.7 Progress reporting

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

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

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

3.6.8 Progress monitoring and review

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

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

3.6.9 Monthly status report

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

As a minimum the report shall include:

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

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

3.7 Supplier's management, supervision and key people

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

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

3.8 Training workshops and technology transfer

The following *Purchaser's* personnel will be made available for training by the *Supplier* in their various functions at the Durban Break Bulk Port Terminal and Container Terminal in the Port of Durban:

NOTE: The personnel that will be made available for training are existing maintenance personnel and operators of similar machines, and would only require familiarisation training.

Terminal	Pier 2	Pier 1	Car Terminal
Mechanical	10	10	10
Electrical	5	5	5
Operators / Operator Trainers	10	10	10

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

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

4. Engineering and the *Supplier's* design

4.1 *Purchaser's* design requirements

The equipment shall be designed to comply with the *Purchaser's* Technical Specifications for Mechanical Sweepers, document number: TPT_TS_MS Rev 6.

4.1.1 General Requirements

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

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

4.1.2 Site Specific Requirements

4.1.2.1 The site-specific requirements for the sweepers (main offer 1.2.1.1, 1.2.1.2 and 1.2.1.3) are as follows:

- The minimum sweeping width of the sweeper, with side brush/es, shall be 2 500 mm
- Area that can be swept by the sweeper in an hour to be at least 50 000 m²
- Volume of debris hopper to be at least 4 500 litres (5 m³)
- Dumping height of the hopper to be at least 1350 mm
- The minimum filter area of the sweeper to be 20 m²
- The speed of the unit to be up to at least 35 km / hr
- Sweeper shall be fitted with a water spray dust suppression system
- Gradeability of the sweeper (empty) shall preferably not be less than 14%.
- Sweeper shall be equipped with a vacuum system
- The sweeper shall be fitted with a magnet to the front of the machine to collect steel debris
- Fuel tank to be of sufficient size for sweepers to preferably operate for a 12-hour shift

4.1.3 Environmental Conditions

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

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

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

4.1.4 Operating and maintenance manual

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

5 Procurement

5.1 Supplier's procurement of Plant and Materials

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

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

5.2 Spares and consumables

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

5.3 Tests and inspections before delivery

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

6 Delivery Place and Delivery of the Goods

6.1 Delivery Place and Working Areas

6.1.1 Working Areas

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

The Delivery Place is located at the Durban Container Terminal Pier 2, the Pier 1 Container Terminal and the Durban Car Terminal, in the Port of Durban, South Africa. The areas of operation for the industrial mechanical sweeper truck are within the premises of Durban Container Terminal Pier 2, the Pier 1 Container Terminal and the Durban Car Terminal.

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

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

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

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

6.1.2 Clearing of Delivery Place

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

6.1.3 Customs and port regulations

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

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

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

6.1.4 Health and safety facilities at the Delivery Place

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

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

6.2 Completion, testing, commissioning and correction of Defects

6.2.1 Work to be done by the Completion Date

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

6.2.2 Testing and commissioning

6.2.2.1 Prerequisites for commissioning

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

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

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

6.2.2.2 Testing and commissioning

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

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

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

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

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

6.2.2.3 Endurance Testing

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

The Endurance Test will constitute a minimum of 8 hours. The *Purchaser* will operate the mechanical ride-on industrial sweeper for the 8 hour endurance test which will be done under working conditions. The mechanical ride-on industrial sweeper will be operated by the *purchaser* under guidance of the *supplier*. The *Purchaser* will Take-Over the mechanical ride-on industrial sweeper on successful completion of the 8 hour endurance test. If the mechanical ride-on industrial sweeper fails the 8 hour endurance test and the actual rectification of defect/fault takes longer than 0.5 hours, the endurance test shall commence afresh on the mechanical ride-on industrial sweepers.

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

6.2.3 **Technical support after Completion**

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

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

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

7 **Plant and Materials standards and workmanship**

7.1 **Referenced standard specifications**

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

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

7.2 General

All Plant and Materials shall be new.

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

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

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

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