

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY

RFP NUMBER	: TNPA/2022/05/0413/3850/RFP
ISSUE DATE	: 27 JULY 2022
COMPULSORY BRIEFING	: 03 AUGUST 2022
CLOSING DATE	: 16 AUGUST 2022
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at the Employee Care Centre, Ventura Road, Port of Richards Bay, Transnet National Ports Authority on 03 August 2022, at 11:00am [11 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</p>
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	Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on the 16 August 2022 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 e-Tenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right-hand side of the page;
- On the blue window click on "register on our new e-Tender Portal";
- 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.

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 T2.2-13], [**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.....

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	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 assumptions C2.2 Price Schedule
Part C3: Scope of work	C3 Goods Information

	Part C4: Site information	C4 Site information
C.1.4	The Employer's agent is:	Contracts Specialist
	Name:	Fezeka Mhlongo
	Address:	1 st Floor, Bayvue Building Ventura Road RICHARDS BAY 3900
	Tel No.	035 905 3129/066 190 1126
	E – mail	Fezeka.Mhlongo@transnet.net
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</p> <p>a) A tenderer having a stipulated minimum B-BBEE status level of level 4 contributor.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p>3. Stage Three – Functionality</p> <p>Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.</p> <p>The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria above will be regarded as an unacceptable tender.</i></p>	

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description: **PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY**

Documents must be marked for the attention of:

Employer's Agent: Fezeka Mhlongo

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

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

Time: **12:00pm** on the **16 August 2022**

Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status.

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

African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

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

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum
Management and CVs of Key persons	The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.		50
	Submit the following documents as a minimum with your tender document. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments). Details of the location (and functions) of offices from which the works will be managed. Details of the experience of the staff who will be working on the works with respect to: Supply, delivery, testing and commissioning of Road Sweeper	5	

	(If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful).		
	Key personnel should include at least, amongst others:		
	Supply Manager	15	
	Technical specialist	30	
Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar Works, and to this end shall supply a sufficiently detailed reference list of previous and existing customers i.e name of employer, project name, project description, contact person, contact details, project amount and project duration. Letters of award for each project, completion certificates from customers if the work is complete, and also demonstrate their overall experience in the delivery of similar works. The tenderer must demonstrate their relevant experience with regards to: Note: A list of similar projects submitted should be above R500k for both criteria 1& 2 listed below.		30
	• The tenderer's experience in the supply of mobile plant, equipment and machinery	20	
	• Evidence of project completion	10	
Approach Paper	Tenderers are to submit a project-specific Method Statement highlighting the categories below:		20
	A detailed technical method statement is required covering the delivery method and sequence of all aspects of the works to enable the Employer to assess the impact of the tenderer's methods with regard to deliverability, practicality, quality, health, safety, risk and the environment.	10	
	As a minimum the detailed technical method statement should include:		
	• Procurement activity, Original Equipment Manufacturer (OEM) engagements and meetings	2	
	• Supply, delivery, testing and commissioning of road sweeper	3	

	<ul style="list-style-type: none"> Submit management Level Schedule (Level 2) – which defines the major activities and interfaces between engineering, procurement, delivery, transportation, pre-commissioning and commissioning. 	5	
	100		
			100

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

- T2.2-3 Management & CVs of Key Persons
- T2.2-4 Previous Experience
- T2.2-5 Approach Paper

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100 (logarithmic scale, more suitable for NEC3, PSC or Supply Contract).

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

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

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

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,
and/or

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

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

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

C.3.13 Tender offers will only be accepted if:

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per PPPFA: Eligibility Criteria Schedule** – BBBEE Status Level

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

- T2.2-03 **Evaluation Schedule:** Management and CVs of Key persons
- T2.2-04 **Evaluation Schedule:** Previous experience
- T2.2-05 **Evaluation Schedule:** Approach Paper

2.1.3 Returnable Schedules:

General:

- T2.2-06 Authority to submit tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Risk Elements

Agreement and Commitment by Tenderer:

- T2.2-10 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-11 Non-Disclosure Agreement
- T2.2-12 RFP Declaration Form
- T2.2-13 RFP – Breach of Law
- T2.2-14 Certificate of Acquaintance with Tender Document
- T2.2-15 Service Provider Integrity Pact
- T2.2-16 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-17 Insurance provided by the Contractor

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Data

2.5 C2.2 Price Schedule

2.6 C3 Goods Information

2.7 C4 Site Information

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

Represented by: _____
(Company Name/Member of Joint Venture)
(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Employee Care Centre, Ventura Road, Port of Richards Bay	
On (date)	03 August 2022	Starting time: 11:00am

Particulars of person(s) attending the meeting:

Name _____ Signature _____
Capacity _____

Attendance of the above company at the meeting was confirmed:

Name _____ Signature _____
**For and on Behalf of the
Employers Agent.** Date _____

T2.2-02 Pre-qualification Criteria Schedule - Preferential Procurement

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017,

- It is a specific tendering condition that tenderers must meet the pre-qualifying criteria required below. Only respondents falling within the following categories may respond to this Tender:
 - Only Tenderers with a minimum **B-BBEE Status Level 4** contributor are eligible to submit a tender offer

Company registration documents, Financial Statements and Identity Document Copies of the directors of the company are to be attached in order for TNPA to verify the B-BBEE Certificates or Sworn Affidavits attached.

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

Provide information of the Contractor below:

	Name of proposed Contractor	Address and Region	Nature and extent of work	B-BBEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No
1.				

Comments:

Signed at..... on this day of

T2.2-03: Evaluation Schedule: Management & CVs of Key Persons

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

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

1. Organizational structure to include a clear indication of roles and responsibilities and specific functions of each team member;
2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
 - a. Relevant experience.
 - b. The education, training, and skills. (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths)
 - c. Key personnel should include at least, amongst others but not limited to:
 - Supply Manager;
 - Technical specialist

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Supply Manager		
2	Technical specialist		

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

Supply Manager

The Project Manager must at least have a minimum qualification of a Post Matric qualification in any project management/NEC-3 training with at least 3 years of experience in the contract/project management field. The Supply Manager must have experience working in at least 3 years in supply contracts.

Technical specialist

The technical specialist must have a National Diploma in Mechanical/Industrial Engineering with at least 5 years post qualification experience in the engineering field. An experience in compiling specifications for machinery and heavy-duty trucks is an added advantage.

**Attached submissions to this schedule:**

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

	Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member	Supply Manager	Technical specialist
	5	10	25
Score 0	The tenderer has submitted no information or inadequate information to determine the score		
Score 40	Organisation chart show incomplete list of Key staff and management structure. Details of the location where the work will be managed are defined but functions of offices are not defined.	Key staff have post matric qualification/tertiary qualification or equivalent specialized training, but has limited recommended levels of relevant experience (from 1 but less than 3 years' post qualification experience)	Key staff have post matric qualification/tertiary qualification or equivalent specialized training, but has limited recommended levels of relevant experience with less than 5 years' post qualification experience)
Score 70	Organisation chart showing onsite and off-site management but not all Key staff have reasonable experience of issues pertinent to the project. Details of the location where the work will be managed are defined but functions of offices are not clearly defined	Key staff has acceptable levels of relevant experience (from 3 to 5 years' post qualification experience) and qualifications or equivalent specialized training.	Key staff has acceptable levels of relevant experience (of 5 years but less than 8 years' post qualification experience) and qualifications or equivalent specialized training.



Score 90	Organisation chart showing onsite and off-site management. Details of the location and functions of offices from which the works will be managed are clearly defined.	All Key staff have acceptable levels of relevant experience (from 5 but less than 8 years' post qualification experience) and qualifications or equivalent specialized training.	All Key staff have acceptable levels of relevant experience (of 8 years but less than 10 years' post qualification experience) and qualifications or equivalent specialized training. An experience in compiling specifications for machinery and heavy-duty trucks is an added advantage.
Score 100	Organisation chart showing onsite and off-site management and Key staff have reasonable experience of issues pertinent to the project. Details of the location and functions of offices from which the works will be managed are clearly defined.	All Key staff have highly acceptable levels of relevant experience (from 8 or more years' post qualification experience) and with Diploma /Postgraduate Diploma in Project Management, qualifications or equivalent specialized training.	All Key staff have highly acceptable levels of relevant experience (from 8 or more years' post-Professional Registration experience) and qualifications (Diploma or B-Tech) or equivalent. All Key staff must be professionally registered with ECSA and South African Council and Construction Management Professions for the Project SACPCMP. All relevant and required professional registration/certifications are provided. An experience in compiling specifications for machinery and heavy-duty trucks is an added advantage.

T2.2-04: Evaluation Schedule: Previous experience

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works over the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Supply of similar works as detailed in the Works Information with reference to:

- The tenderer's experience in the supply of mobile plant, equipment and machinery

References to substantiate experience indicated showing:

- Project description
- Customer name and contact details
- Contract value and duration
- Evidence of project completion i.e. Completion Certificate

The tenderer to submit the following:

- Previous experience based on similar work (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration)

Note: A list of similar projects submitted should be above R500k

The tenderer's experience in the supply of mobile plant, equipment and machinery

Project Description	Client name and contact details	contract value and duration	Date of project completion

Attach the index of documentation to this schedule to substantiate your submission:

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

	The tenderer's experience in the supply of mobile plant, equipment and machinery (20)	Evidence of project completion (10)
Score 0	The tenderer has submitted no information or inadequate information to determine a score.	
Score 40	The tenderer previous experience is not acceptable, as the tender have undertaken insufficient project of a similar nature/value.	Insufficient references provided to substantiate experience indicated.
Score 70	Tenderer has submitted previous experience relating to supply of similar works with minor deviations from the nature or value of the current scope of works to be undertaken.	Acceptable references provided to substantiate experience indicated and stipulated the contract values for those previous projects.
Score 90	Tenderer has submitted an extensive previous experience with no deviations from the nature or value of the current scope of works to be undertaken.	Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.

Score 100	Tenderer has submitted an outstanding previous experience with no deviations from the nature or value of the current scope of works to be undertaken.	Extensive references provided to substantiate experience indicated and stipulated the contract values for those previous projects.
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T2.2-05: Evaluation Schedule: Approach Paper

Note to tenderers:

Method statement

1. A detailed technical method statement is required covering the supply method and sequence of all aspects of the works to enable the Employer to assess the impact of the tenderer's methods with regard to deliverability, practicality, quality, health, safety, risk and the environment. The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.
2. As a minimum the detailed technical method statement should include:
 - Procurement activity, Original Equipment Manufacturer (OEM) engagements and meetings
 - Detailed technical drawings, performance data and specification for all equipment and systems
 - Manufacturing of facilities, equipment and processes where applicable
 - Supply, delivery, testing and commissioning of Road Sweeper
3. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.
4. Programme: Tender should submit management Level Schedule (Level 2) – which defines the major activities and interfaces between engineering, procurement, execution, transportation, pre-commissioning and commissioning.

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the method statement submitted by the Tenderer:

	A detailed technical method statement covering the supply method and sequence with regard to serviceability, practicality, quality, health, safety, risk and the environment	The detailed technical method statement articulating what value add the tenderer include to achieve the stated objectives: <ul style="list-style-type: none"> • Performance requirements • Supply, delivery, testing and commissioning of Road Sweeper 	Management Level Schedule – which defines the major activities and interfaces between engineering, procurement, delivery, transportation, pre-commissioning and commissioning.
	10	5	5
Score 0	The tenderer has submitted no information or inadequate information to determine a score.		
Score 40	The method statements are not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with any aspects of the project.	The method statements are not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with any aspects of the project.	<p>The programme is not acceptable as it will not satisfy project objectives or requirements.</p> <ul style="list-style-type: none"> • The programme does not meet all the required timeframes. • The tenderer submission is missing critical activities and dates which renders it unrealistic / unachievable.
Score 70	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements.	Tenderer has submitted a method statement with major omissions and/or irregularities. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.	The tenderer has addressed some but not all date requirements and submission is missing some activities and dates which renders it at risk of being unrealistic / unachievable.
Score 90	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete, and detail the works objectives and	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete, and does encompass and detail the	The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic



	requirements to be undertaken	works objectives and requirements to be undertaken; the approach does partially deal with the characteristics of the project	and achievable.
Score 100	<p>Tenderer has submitted an outstanding method statement:</p> <ol style="list-style-type: none"> 1. The proposed supply and delivery methodology will ensure that the road sweeper meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 2. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. <p>The methodology details ways to improve the project outcomes and quality of outputs.</p>	<p>Tenderer has submitted an outstanding method statement:</p> <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with the scope of works and project schedule; 2. The methodology details ways to improve the project outcomes and quality of outputs. 	<p>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</p>

T2.2-06: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-07: Record of Addenda to Tender Documents

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

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

T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

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

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

Part T2: Returnable Schedules

T2.2-09: Risk Elements

T2.2-10: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/20
B-BBEE STATUS LEVEL OF CONTRIBUTION	90/10
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 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 10 or 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

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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:

.....
.....

2.3 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

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.

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 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.

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.

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

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

.....
Signature Date

.....
Position Name of bidder

T2.2-11 NON-DISCLOSURE AGREEMENT

[..... 2020]

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by

that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that

-
- such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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



Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-12: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-15 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-15 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
 - a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

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

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

Signature

Date

T2.2-16 : Supplier Code of Conduct

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

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

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

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

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

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

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

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-17: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/05/0413/3850/RFP

DESCRIPTION OF THE WORKS: PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY

C1.1: Form of Offer for A Supply Contract

Offer

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

PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of
organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/05/0413/3850/RFP

DESCRIPTION OF THE WORKS: PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2 Changes in the law X7: Delay damages X13: Performance bond Z: Additional conditions of contract Z2: Additional obligations in respect of Termination Z3: Additional clauses relating to Joint Venture Z4: Additional Clause Relating to Collusion
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name):	Sithsaba Qali
	Address	Port of Richards Bay Pioneer Centre, Infrastructure Department San Thom Road
	Tel	035 905 3161
11.2(13)	The <i>services</i> are	Supply, Delivery, Testing and Commissioning of Road Sweeper in The Port of Richards Bay
11.2(14)	The following matters will be included in the Risk Register	Traffic Congestion and working in an operational area
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 <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	[2 weeks] weeks	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	26 September 2022	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	26 January 2023
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	N/A	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two (2) weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	Fifty-two (52) weeks after Delivery.	
43.2	The <i>defect correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	Between the 10th to the 15th of the month and forecasted period up the 25th	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.	
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.	
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.	
8	Risks, liabilities, indemnities and insurance		

80.1	These are additional <i>Purchaser's</i> risks	None
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>goods</i>, plant and materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>goods</i>, plant and materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for contract works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary works only) as stated in the insurance policy for Contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.
84.1	The <i>Supplier</i> provides these additional insurances	<ol style="list-style-type: none"> Where the contract involves manufacture, and/or fabrication of plant & materials, components or other <i>goods</i> to be incorporated into the works at premises other than the site, the <i>Supplier</i> shall satisfy the

		<p>Purchaser that such plant & materials, components or other <i>goods</i> for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.</p> <p>2. Should the <i>Purchaser</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Supplier's</i> policies of insurance as well as those of any <i>Supplier</i></p> <p>3. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.</p>
84.2	The insurance against loss of or damage to the <i>goods</i> , plant and materials as stated in the insurance policy for Contract Works and Public Liability selected from is:	Principal Controlled Insurance (PCI) portfolio. The PCI manual is attached to this document and will be annually reviewed and updated.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	The <i>Supplier</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Nil
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	The deductible of the relevant insurance policy
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices

88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
88.5	The <i>end of liability date</i> is	1 (one) year after Delivery of the whole of the <i>goods</i>.

9 Termination and dispute resolution

94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	Durban, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).
	- if the arbitration procedure does not state who selects an arbitrator, is	

10 Data for Option clauses

X2 Changes in the law

X2.1	The law of the contract is	The Republic of South Africa subject to the jurisdiction of the courts of South Africa
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X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		All Goods and Services	R2 500.00

X13 Performance Bond

X13.1	The amount of the performance bond is	R (10% of the total of the Prices at the Contract Date).
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22 Additional obligations in respect of Termination

Z2.1		<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)
Z2.2	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>
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z3	Additional clause relating to Performance Bonds and/or Guarantees	
Z3.1		<p>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 <i>Purchaser</i> by a financial institution reasonably acceptable to the <i>Purchaser</i>.</p>
Z4	Additional clauses relating to Joint Venture	

Z4.1	<p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Supplier</i> is a joint venture, the <i>Supplier</i> shall provide the <i>Purchaser</i> 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.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <p>A brief description of the Contract and the Deliverables;</p> <p>The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;</p> <p>The constituent's interests;</p> <p>A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;</p> <p>Details of an internal dispute resolution procedure;</p> <p>Written confirmation by all of the constituents: of their joint and several liabilities to the <i>Purchaser</i> to Provide the <i>Goods</i>;</p> <p>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;</p> <p>Identification of the roles and responsibilities of the constituents to provide the <i>Goods</i>.</p> <p>Financial requirements for the Joint Venture:</p> <p>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;</p> <p>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z4.2	<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Supplier</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Purchaser</i>.</p>
Z5	<p>Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA</p>

Z5.1	<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</p> <p>Secret – this clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</p> <p>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</p>
Z6	Additional Clause Relating to Collusion and/or Tender Rigging
Z6.1	<p>The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.</p>
Z7	Protection of Personal Information Act
Z7.1	<p>The <i>Purchaser</i> and the <i>Supplier</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>
Z8	Local Production and Content Obligations
Z8.1	<p>In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2.... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Supplier</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1.....; 2.....; and 3.....</p>

Z8.2	The <i>Supplier</i> is required to note that the <i>Purchaser</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z8.3	The <i>Supplier</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The <i>Supplier</i> shall report to the <i>Purchaser</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
Z8.4	The <i>Supplier</i> must refer to Schedule A attached to the Returnable Schedule T2.2.... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z8.5	Breach of Local Production and Content commitments provides the <i>Purchaser</i> cause to terminate the contract.

Z9 The first assessment interval

Z9.1	In the event the Contractor is not loaded on the Employers data base, the Project Manager's first assessment of the amount due will be done once the Contractor has been successfully loaded as a vendor on the Employers data base following submitting all valid updated documents. Therefore on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date".
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C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

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

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 includes the following:

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.

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

[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 <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " 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 <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> 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 <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " 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 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.

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	
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PART C2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

1. The *conditions of contract*

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

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

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

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

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

1.2. Function of the Price Schedule

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

1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have

been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

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

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

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

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

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

1.4. Format of the *price schedule*

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

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

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

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

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

C2.2 The *Price schedule*

Activity No	Activity Description	Price of each activity
A	Design, Supply and delivery of Vacuum Road Sweeper	
A1	Review the specification and modify to suite the latest technology and legislation	
A2	Design, Supply and delivery of Vacuum Road Sweeper as per engineer's specification	
B	Testing and Commissioning	
B1	Details of all the tests for Factory Accepted Test (FAT), Site Acceptance Test (SAT) and Commissioning as well as all documentation to be used for the recording of these shall be submitted to the Project Manager for approval by the Purchaser's Engineers three (3) weeks prior to the start of any testing.	
C	Training	

C1	<p>Hand-over training or vehicle orientation is required when the Road sweeper is delivered.</p> <p>Comprehensive training of individuals to operate the Road Sweeper and all accessories is required, so that operator/driver can operate the sweeper safely, economically and effectively.</p> <p>Hand-over training will have to be provided for a minimum of two personnel as identified by the end user at the time of delivery of the Road Sweeper</p> <p>Notes: Manuals</p> <p>Vehicle manufacturers must provide an owner's manual and service schedule. Manual documents are to be supplied in English and should be available in electronic and/or printed media.</p> <p>Service and Maintenance Plan</p> <p>Must provide a detailed maintenance plan with sufficient information to allow the owner to capture maintenance schedule in terms of inspections, servicing and replacement of parts, spares manual including technical data for each for each component information to be in English.</p> <p>A comprehensive maintenance plan and the Supplier is requested to provide the pricing for the various service or maintenance plans they have available.</p>	
	<p>Sub-Total (Excl. VAT) carried forward to C1.1. Form of Offer and Acceptance</p>	R

PART 3: GOODS INFORMATION

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C3.2	<i>Supplier's</i> Goods Information	21
	Total number of pages	22

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview of the *goods and services*

1.1 Executive overview

Port of Richards bay currently does not have or own a road sweeper; the services provided by this machine are currently being outsourced from the external service provider. It is the responsibility of the Civil Maintenance Department in the Port of Richards Bay to ensure that assets such as roads, railway lines buildings, bridges quay-walls, are retained in a safe well-maintained conditions and acceptable standard as per the National Ports Act, 2005. The Port recently completed a capital road re-construction project of +/-18.137km, which has been capitalized. To ensure compliance to the National Port Act, 2005, the civil maintenance will have to adhere to the proposed maintenance schedules and manuals as set out by the Engineers responsible for design and supervision of the construction of the roadworks.

As set out in the maintenance schedules, it is imperative to ensure that the roads are clear of any debris for prolonged life span, in order to maintain the standard the Port has to ensure that cleaning of the roads is conducted as when required.

To maintain optimal functionality of the asset, TNPA has introduced the Asset Management Principles and Procedures which are to be followed so to ensure safety, reliability and appropriate maintenance in order to prevent degrading of the assets. The roads must be retained in a safe and reliable conditions and this can be achieved by removing all the objects i.e. cargo spillages from trucks and in other spillages that might shorten the lifespan of the roads. Keeping the road clean and clear off puddle water due to rainwater will prevent potholes and cracks on the road surface and removing debris such as solid chrome minerals, stones etc. Will prevent damage on cars as well road surface. In order for the Port to be aligned with the Asset Management Policies, it is imperative to purchase new Road sweeper.

2 Specifications of the *goods and service*

2.1 Road Sweeper

This specification covers the general requirements for the type of road sweeper required for use in the Port of Richards Bay. The road sweeper should be able to perform the following work:

- To Vacuum debris.
- Road sweeper with a broom that can be able to sweep next to the kerbs.
- Road sweeper that can be able suck a minimum of 6m³ of rubble and soil spillage.
- Road sweeper that can be able to cover a 10km road per day
- Road sweeper that can be able to discharge sucked spillage to a skip or truck for disposal.
- Road sweeper that can be able to sweep solids of sizes ranging from fines to debris

- The body of the truck to be protected and be able to withstand adverse weather conditions in the Port.
- Port roads have speed humps and elevated zebra crossing; therefore, the brooms should be designed to suit.
- Road Sweeper must meet all SANS standards and transportation standards for the transport of spillage.
- Road sweeper that can be to suppress dust with spray nozzles while sweeping

2.2 Road Sweeper accessories

No accessories required

2.2.1 Design standards and codes

The *Supplier* shall supply all goods in accordance with the following codes and design guidelines:

Table 1: Design standards

Element	Code or Design Standard
Welding	<ul style="list-style-type: none"> • SANS 10044-3: Welding Part 3: The fusion welding of steel (include stainless steel) : test for the approval of welding procedures and production welds • SANS 10044-4: The fusion welding of steel (include stainless steel) test for approval of welders working to approved welding procedures • SANS 10044-5: The fusion welding of steel (include stainless steel) test the approval of welders where weld procedure approval is not required
Engine	<ul style="list-style-type: none"> • SANS 10013-1: 2006 (SABS 013-1): Part 1: Road vehicle engines at sea level. Determination of performance (at net power) of internal combustion engines • SANS 1431 • Steel Structures Painting Council and ISO 8501-1
Vehicle Identification Number (VIN)	<ul style="list-style-type: none"> • SANS 4030/ISO 4030 (SABS ISO 4030:1983), Road vehicles: Vehicle identification number (VIN) — content and structure.
Registration	<ul style="list-style-type: none"> • SANS 10319: 2006 (SABS 0319):Registration of manufacturers, importers, and builders of vehicles

2.3 Design development



There is no design development required for this contract. The *Supplier* shall use the specification and drawings issued by the *Purchaser*.

2.3.1 Purchaser's design

The project is a straight purchase this type of Road Sweeper is available in the market. Therefore, the *Supplier* is required to provide the goods as per the attached technical specification and drawings.

2.3.2 Other requirements of the Supplier's design

The *Supplier* is required to purchase the goods in compliance with the standards, codes and regulations specified in the Goods Information.

2.3.3 The use of Supplier's design

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

2.4 Manufacture and Installation Information

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

The *Supplier* shall provide evidence that the manufacturer of the Road Sweeper has a proven track-record of manufacturing Road Sweepers and shall demonstrate proof of previous satisfactory sales similar to those proposed for the approval of the *Supply Manager*.

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

2.4.1 Tests and inspections before Delivery

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

2.4.2 Operating manuals and maintenance schedules

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

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

- Manuals in an A4 hard covered, red, grease, and Waterproof binder, using 2 ring type binders. The manuals are well indexed and user-friendly and include a summarized Table of Contents.
- Drawing and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- All necessary information that may be required to update drawings and any other documentation. There must be no compensation for the provision of this data as this must be deemed included in the Supplier's Preliminary and General rates.
- The originals of all brochures must be issued to the *Supply Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number must be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all Sub-Suppliers must be provided.

A typical example of what the binder/file(s) must be marked on the spine and the front cover is as follows:

- Project Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- Supplier Name

2.5 Specification of the services to be provided

The Purchaser will provide no services or other facilities.

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

3.1 Work to be done by the Delivery Date

Purchaser Inspection and test run to be conducted in the Port of Richards Bay on delivery before Road Sweeper is accepted. The delivery will be certified as completion of the Goods of Service and this will be achieved by:

- Supply and delivery of Road Sweeper as specified in the specification
- Compliance certifications as specified in the specification
- Provision of all maintenance schedules

- Test running of the Road Sweeper to check if it fit for purpose as specified in the specification
- All testing certification
- Provision of all end user training

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

The Purchaser will provide no services or other facilities.

3.3 Management meetings

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works and any other project related issues. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

Table 3: Management meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Once a month.	Pioneer Centre in the Port of Richards Bay/Microsoft Teams	<i>Supply Manager, Supplier, Engineer, Project Team, Including other stakeholder's as may be deemed relevant</i>
Contract Risk and Compensation Events	As when required	Pioneer Centre in the Port of Richards Bay/Microsoft Teams	<i>Supply Manager, Supplier, Engineer, Project Team, Including other stakeholder's as may be deemed relevant</i>
Risk Reduction meeting	As when required	Pioneer Centre in the Port of Richards Bay/Microsoft Teams	<i>Supply Manager, Supplier, Engineer, Project Team, Including other stakeholder's as may be deemed relevant</i>
Quality Inspections	Ad hoc	Supplier's Premises	<i>Supply Manager, Supplier including other stakeholder's</i>



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

3.4 Documentation control

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

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

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

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

The *Supplier* shall deliver both hard copies and electronic media copies (CD Rom) to the *Supply Manager* at the address stated within the Contract Data. The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the *Supplier's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Supplier* shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the *Supply Manager* will in no way relieve the *Supplier* of his responsibility for the correctness of information, or conformance with his obligation to provide the Goods. This obligation rests solely with the *Supplier*.

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

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

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

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

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

3.5 Health and safety risk management

The *Supplier* shall comply with all the Occupational health and safety requirements. The *Supplier* shall comply with COVID-19 requirements. All health and safety matters associated with the works in accordance with OHS Act 85 of 1993 and Regulations.

Further to the specification stated above, the *Supplier* is required to comply with the following;

- COVID -19 Guidelines by the Government and World Health Organisation
- Compensation for Occupational Injuries and Diseases Act 130 of 1993

During delivery of the goods at Transnet, premises the applicable Transnet National Ports Authority Health and Safety specification will be enforced. The *Supplier* must comply and is responsible for ensuring that all of its *Sub-Suppliers* comply with the relevant legislation(s) and statutory regulations for health and safety and other document pertaining to health & safety include standards, policies, procedures, guidelines and safe work instructions.

3.6 Environmental constraints and management

Since no work will be executed at Transnet National Ports Authority premises the *Supplier* will have to comply with their own Environmental Plans in accordance to the National Environmental

Management Act (NEMA). However, during delivery of the goods at Transnet premises the applicable Transnet National Ports Authority EMP will be enforced. The *Supplier* remains responsible to keep his site clean and free of debris and material and /or objects that can pollute the environment.

3.7 Quality management requirements

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and *Suppliers* as stated above and should include but not be limited to:

- Supplier's ISO 9001:2015 certification
- Supplier's signed Quality Policy based on ISO 9001:2015
- The bidder to indicate the guarantee/ warranty period for drivetrain minimum 60 months/200 000km (not less than 60 months and not less than 200 000km whichever one comes first)

The Road Sweeper shall have a compliance certificate that will be signed by both parties to serve as evidence that the Road Sweeper handed over is tested and compliant to quality standards. A signed off certificate/ Quality test certificate will be issued for the Road Sweeper by the *Supplier*. The *Supplier* shall provide certificates for all materials supplied under this contract.

3.7.1 Warranty/Guarantee

The *Supplier* will be liable to maintain the Road Sweeper during the full warranty period from the date of acceptance. The guarantee shall cover all parts, labour, travelling and accommodation costs. All equipment shall be guaranteed for a period not less than twelve (12) months from the date of acceptance from the *Supply Manager*. The guarantee shall cover all parts, labour, travelling and accommodation costs. The guarantee shall cover latent defects in components and manufacture, or incorrect installation of equipment but excludes breakages, misuse, abuse and neglect of any equipment.

The *Supplier* shall provide the following:

	Item of work	To be completed by
1.	Detailed technical drawings, performance data and specifications for all equipment and systems.	At tender stage
2.	Operation and Maintenance Manuals and As-built/Red line drawings.	2 weeks before Delivery.



3.	Test reports, clearly specifying the rated performance data (RPD) in accordance with the technical specification	2 weeks before Delivery.
4.	Mill certificates for steel panels, chains and bolts shall be supplied where applicable	2 weeks before Delivery.
5.	Warranty Certificate for Road Sweeper	Delivery

3.8 Programming constraints

The *Supplier* presents his first programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the *Supplier* submits his Level 4 Programme to the *Supply Manager* for acceptance, together with the associated Goods method statements and a supporting Basis of Schedule document.

Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Supplier* relating to all operations identified on the programme representing the daily activities by each discipline.

The *Supplier* shall comply with the Purchaser's delivery plan including the lead time for the supply and delivery of the Road Sweeper at the Port of Richardsbay.

The *Supplier* shows on each revised programme he submits by the 23rd of each month to the *Supply Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Supplier.

The *Supplier* submits progress to the *Supply Manager* at biweekly intervals in addition to the intervals for submission of revised programmes.

3.9 Invoicing and payment

Within one week of receiving a payment certificate from the Supply Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Supply Manager's certificate. The *Supplier* shall address the tax invoice to Purchaser and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.



- Description of goods and services provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

The Invoice contains the supporting detail:

- Description of the service completed and claimed for
- Cost breakdown of service previously claimed, currently claimed, and balance outstanding for each section of service.
- Approved timesheets by Supply Manager

The Invoice is presented either by hand or post.

Invoices submitted by post are addressed to:

Transnet National Port Authority

Pioneer Centre

San Thom

Richards Bay

3900

For the attention of the Contract Administrator, Transnet National Port Authority

The Invoices submitted by hand are addressed to:

Transnet National Port Authority

Pioneer Centre

San Thom

Richards Bay

3900

For the attention of the Contract Administrator, Transnet National Port Authority

The invoice is presented as an original.

3.10 Insurance provided by the *Purchaser*

In accordance with SC3 Core Clause 84.1, the *Supplier* shall provide Insurance cover for Loss or damage to the goods until they are delivered to the *Purchaser*. The minimum amount of cover is

replacement cost plus any other cost necessary to replace the goods. The *Purchaser* will only cover the goods after delivery. Any other Insurance provisions by the *Purchaser* over and above what has been stated in this document is contained in the Contract Data – Part 1

3.11 Contract change management

No scope changes are to be made by the *Supplier* without a formal approval by the *Purchaser's Supply Manager*.

3.12 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties. The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

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

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

4 Procurement

4.1 Subcontracting

4.1.1 Preferred subcontractors

It has to be noted that Transnet does not have any preferred sub-Suppliers it is the discretion of the *Supplier* to appoint any *sub-Supplier* that has the capacity and capabilities to deliver as per the Goods Information and in line with the *Purchaser's* technical specification. The *Supplier* shall submit his schedule of proposed sub-Suppliers for the acceptance of the *Supply Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-Suppliers, unless discussed with, and accepted by, the *Supply Manager*. *Sub-Supplier* documentation, and assessment of *Sub-Supplier* tenders, it is not necessary for *Sub-Supplier* to be awarded on the basis of competitive tendering. The *Supplier* submits the proposed conditions of contract for each *Sub-Supplier* to the *Supply Manager* for acceptance. Where the *Supplier* employs a *Sub-Supplier* who

constructs or installs part of the Goods or who supplies Plant and Materials for incorporation into the Goods, which involves a *Sub-Supplier* operating on the Site and/or Working Areas, then the *Supplier* ensures that any such *Sub-Supplier* complies with all the Compliance legislations i.e. Environmental, Health and Safety. For any other work that will be carried out at Transnet premises, the Supplier and his *Sub-Supplier* will have to comply to the Transnet SHE specifications. The *Supplier* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any *sub-Supplier* contracts. Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery. The *Supplier* must notify the *Supply Manager* of all inspections at his *sub-Supplier* at least 3 working days in advance of such inspections. The *Supplier* must ensure that his *sub-Suppliers* has the relevant quality management plans available at such inspections. The Engineer will give the *Supplier* 24 hour notice in writing of his intention to be present at the inspections.

4.1.2 Limitations on subcontracting

The *Supplier* may not subcontract more than 30% [thirty per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the *Supplier*, unless the contract is sub-contracted to an EME that has the capability and ability to execute the subcontract.

4.2 Plant and materials

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

The *Purchaser* will not provide any free issue; all Plant and Materials are to be provided by the *Supplier*. The *Supplier* shall provide all equipment, plant or tools necessary to successfully execute the works at his cost.

4.3 Marking the goods if payment is made before supply

Full details of the goods are to be kept, including:

Identification marks:

- Test results;
- Any other relevant information; and
- Authorised signatures confirming details are correct.

All the goods purchased shall be handled in such a way as to prevent them from being distorted, overstressed, torn or damaged in any way.

No payment will be done before delivery. The *Supplier* prepares and marks items of Plant and Materials outside the Working Areas with ‘Property of Transnet SOC Ltd’ and the Contract number. This unique mark must be agreed to by the *Supply Manager* and must be shown on shop drawings. In addition to the primary identification mark, all Plant and Materials shall also be marked with a secondary identification mark indicating its locality in the particular piece of equipment and must



correspond with the identification of the particular component on all drawings. Plant and Material outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The *Supplier* provides designated areas sealed off from the rest of the manufacturer's production run in which to store Plant and Material that complete and is awaiting delivery to site.

5 Constraints at the Delivery Place

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

The access to Small Craft Harbour is linked with the main access to the Port of Richards Bay. Entry to the Port of Richards Bay is via security controlled gates on the east and west boundaries only. All personnel entering and leaving the Port must have positive identification.

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

All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

Temporary Access Permits, valid on the day of issue only, are obtainable for the TNPA Permit Office situated at the Truck Staging Area outside the west entrance to the Port of Richards Bay.

The following items must be furnished with each application for a Temporary Access Permit:

- A letter on the *Supplier's* company letter head stating the applicant's full names, ID number, and reason for requesting the ID card and area in within the Port where the work will be carried out.
- Positive identification of the applicant (green bar-coded RSA ID or drivers licence) Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port.

All personnel entering the Port are subject to breathalyser tests. Only those persons whose test result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

The *Supplier* shall visit the site proposed for delivery of Road Sweeper and acquaint themselves with the nature of the site. All the employees of the *Supplier* would be required to sign in to the site before commencing with their work. *Supplier* to ensure his staff and equipment remains within the demarcated area. All *Supplier's* staff and labour shall comply with Transnet National Port Authority (TNPA) operational safety requirements and are equipped with all necessary PPE and high visibility apparel. The *Supplier* keeps the records of all people, plant and equipment engaged on the Site. All plant used by the *Supplier* on site shall be properly maintained and operated.

The *Supplier* shall not permit any act that may interfere with the performance of work by any of the other parties. The *Supplier* shall keep records of all deliveries made on site. The delivery of the Road Sweeper shall be done in a manner that does not obstruct any of the Port's operations.

Working hours for the *Supplier* will be from 8 to 16:00, 5 days a week but will be flexible, to allow work to commence safely without any interruptions. Alternative working hours should be discussed with the *Supply Manager*, prior to commencement of such works.

5.2 Equipment provided by the *Purchaser*

No equipment will be provided by the *Purchaser*.

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

In order to achieve the status of Delivery, the *Supplier* shall be required to move the goods to the laydown area allocated by the *Purchaser*.

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

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

No start-up procedures required for the contract.

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

The *Supplier* guarantees the Goods to be free from all latent defects. The Defects Period commences from the date of hand-over of the completed and fully commissioned Goods. The *Supplier* remains in attendance, or is available on site within two hours of the notification of the defect or with reasonable notice by agreement of the *Supply Manager*, to attend to any defects in the goods that become manifest during this period. All costs of remedial Work, including materials, services and labour, are for the *Supplier's* account. The *Purchaser* will arrange access for the *Supplier* to site to rectify all defects as identified by the *Supply Manager*.

5.6 Performance tests after Delivery

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



6 List of drawings

6.1 Drawings issued by the *Purchaser*

The purchaser will issue no drawings



7 C3.2 SUPPLIER'S GOODS INFORMATION

The *Supplier* submits with his tender the following:

1. Detailed technical drawings, performance data and specifications for all equipment and systems required for the works.
2. Letter of commitment from the Original Equipment Manufacturer
3. Transportation schedule
4. Manufacturer's Valid ISO 9001:2015 certification
5. Manufacturer's guarantee/ warranty period for Road Sweeper to be supplied

Tenderers to note that they will not be considered should they not provide the information required.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/05/0413/3850/RFP

DESCRIPTION OF THE WORKS: PROVISION OF A NEW ROAD SWEEPER AT THE PORT OF RICHARDS BAY

8 Annexure

Annexure A: Road Sweeper Technical Specification

PART 4: SITE INFORMATION

Document reference	Title	No of page
C4	This cover page	1
	Site Information	2
	Total number of pages	5

Part 4: Site Information

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

- 1.1.1 The location for the *Goods* delivery and *Goods of Service* are within the Port of Richards Bay Boundary. The delivery site is the Maintenance Depot Facility at Transnet National Ports Authority in Richards Bay. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which state that “access should be obtained for all the *Suppliers’* personnel at Permit Office located at Sizakala Truck Staging Facility”.

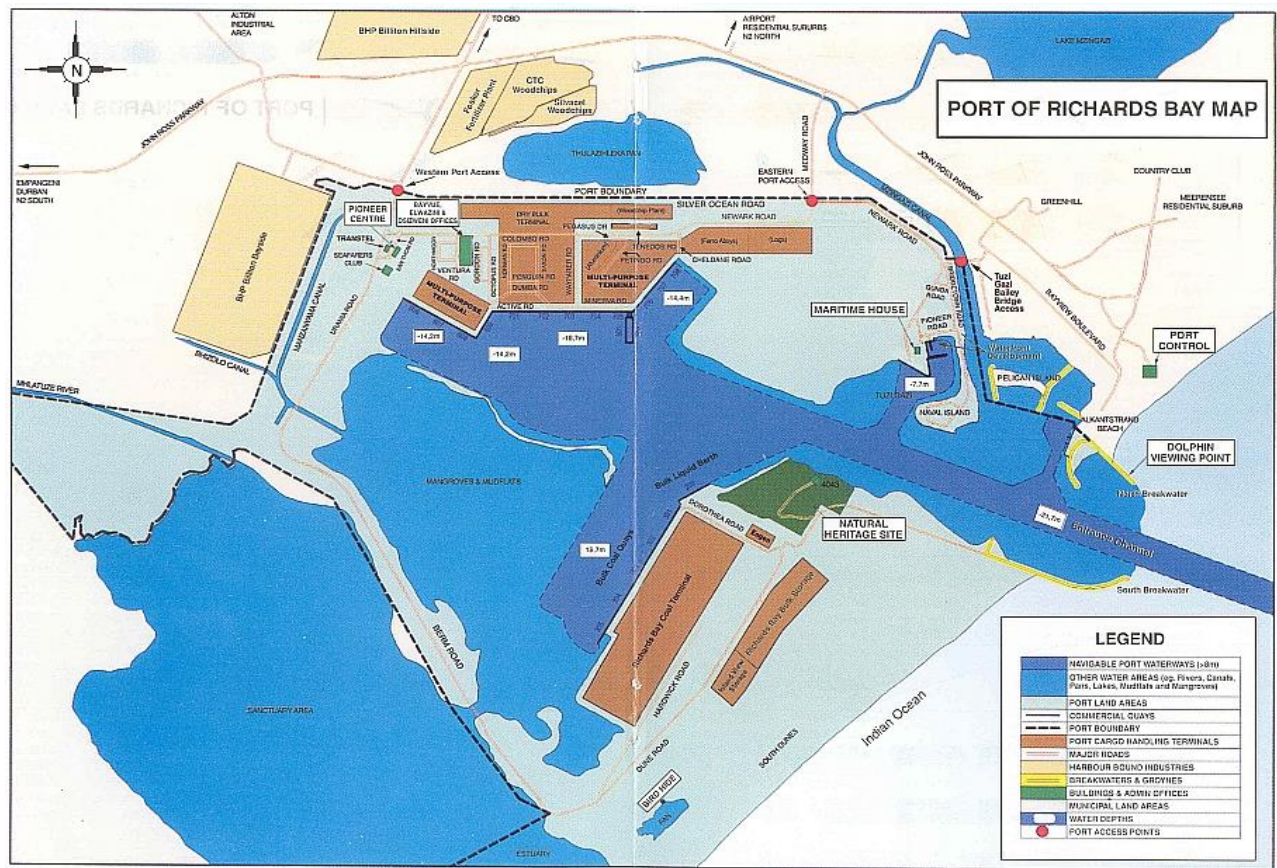


Figure 1: Port of Richards Bay - Port Boundary



Figure 2: Port of Richards Bay Infrastructure Depot – TNPA

- 1.1.2 Entry to the Port of Richards Bay (Latitude 28 ° 48' S Longitude 32 ° 02' E) is via security-controlled gates on the east and west boundaries of the Port. All personnel entering and leaving the Port must have positive identification.
- 1.1.3 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person lose his/her access permit these must be replaced at a cost of R 360-00 per person, a cost to be incurred by the *Supplier*. This must also apply if permits are not returned at the end of the project completion.
- 1.1.4 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory

induction. The induction must be arranged by the Port personnel at no cost to the *Supplier*.
Prior arrangements must be made with the *Purchaser*.

1.2. Existing buildings, structures, and plant & machinery on the Site

The *Goods* will be brought to the Port of Richards Bay as a complete product, the road sweeper is readily available on the floor. The project scope does not involve construction, but the procurement, delivery, and commissioning of the road sweeper.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: XRB.E.0019

CONTRACT TITLE: SUPPLY, TEST, COMMISSION AND DELIVERY OF ROAD SWEEPER IN THE PORT OF
RICHARDS BAY

TRANSNET

