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**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES  
APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND  
SALDANHA**

<b>RFP NUMBER</b>	<b>: TNPA/2022/06/0559/6121/RFP</b>
<b>ISSUE DATE</b>	<b>: 26 September 2022</b>
<b>NON- COMPULSORY BRIEFING SESSION</b>	<b>: 04 October 2022</b>
<b>CLOSING DATE</b>	<b>: 21 October 2022</b>
<b>CLOSING TIME</b>	<b>: 16h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 180 business days from closing date</b>

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**Additional Information to the scope of work:**

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- **Annexure C \_ Water Carrier\_10000 LT\_Technical Specifications**
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TENDER NUMBER: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>NON-COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A non-compulsory briefing session will be conducted at the following address below:</p> <p><b>Port of Ngqura</b> Elwandle boardroom, Ground Floor, Admin Building (Emendi), N2 Neptune Road Off Klub Road, Port of Ngqura, Port Elizabeth on <b>Thursday, 04 October 2022 at 10:00am.</b></p> <p>Tenderers who wish to attend are to send their email address to: <a href="mailto:Mpho.Mohapi@transnet.net">Mpho.Mohapi@transnet.net</a> [Tenderers to provide own transportation and accommodation].</p> <p>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> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the non-compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</b></p>
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<b>CLOSING DATE</b>	<b>16:00 on (21/10/2022)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>
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## 2. TENDER SUBMISSION

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

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

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

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

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

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

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### 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);



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- 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 T2.2-22], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*

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

**6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE**

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

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

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

## T1.2 TENDER DATA

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

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

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

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

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

		C2.2 Price Schedule
	Part C3: Scope of work	C3.1 Goods Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mpho Mohapi/ Thunyelwa Godongwana
	Address:	N2 Neptune Road TNPA Admin Building Port of Ngqura
	Tel No.	066 293 2210
	E – mail	<a href="mailto:Mpho.Mohapi@transnet.net">Mpho.Mohapi@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p><b>1. Stage One - Eligibility with regards to attendance at the non-compulsory clarification meeting:</b></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><b>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</b></p>	
	<p>a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4</p>	
	<p>b) Only EME's or QSE's are eligible to submit a tender offer.</p>	
	<p>c) A tenderer to subcontract a minimum of 30% to-</p> <p>(i) an EME or QSE which is at least 51% owned by black people;</p> <p>(ii) an EME or QSE which is at least 51% owned by black people who are youth;</p> <p>(iii) an EME or QSE which is at least 51% owned by black people who are women;</p> <p>(iv) an EME or QSE which is at least 51% owned by black people with disabilities;</p> <p>(v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;</p> <p>(vi) a cooperative which is at least 51% owned by black people;</p> <p>(vii) an EME or QSE which is at least 51% owned by black people who are</p>	

military veterans;  
(viii) an EME or QSE.

The list of potential sub-contractors that are registered on the National Treasury Central Supplier Database (CSD) must be accessed as follows:

- Log on to the CSD website on <http://secure.csd.gov.za/>.
- Click on Search and select Subcontractor Search; and
- Enter the Procurement reference number (.....), and
- Click on "Run Search".

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

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

**3. Stage Three – Technical Pre-qualification criteria, the following certificates shall be provided:**

- ENATIS Model Number (The National Traffic Information System)
- MIB Certificate (Manufacturer, Importer or Builder)

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

**4. Stage Four - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

**3.1 COMPULSORY LOCAL CONTENT THRESHOLD**

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the Fire Fighting Vehicle Sector", Transnet is required to set a stipulated minimum threshold be set for this RFP.

**3.1.1 Local Content Threshold**

Tenderers must properly complete, duly sign and submit returnable schedule T2.2-03, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local

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production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

### Fire Fighting Vehicle

Product	Local content threshold
Fire Fighting Vehicle	30%

### Local content designation on a Fully Built Unit and Components and Conversion Activities against which the overall Local Content must be discharged, per Fire Fighting Vehicle

Components and manufacturing processes against which the overall local content must be discharged	
Components and manufacturing process	% local content
1. Crew Cabin	100%
2. Super Structure	100%
3. Assembly	100%

Only locally produced or locally manufactured products mentioned above with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

- required volumes in the particular bid;
- available collective South African industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- Security of supply and emergencies.

### 3.2 Local Content Notes

- 3.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;
- 3.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;
- 3.2.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:  
$$LC = [1 - x/y] * 100$$
  
Where  
x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- 3.2.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; <http://www.the dti.gov.za/industrial development/ip.jsp> at no cost.
- 3.2.5 The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 3.2.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 3.2.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 3.2.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

### 3.3 Mandatory RFP Annexures

The regulatory and mandatory RFP Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]

Annexure C – Local Content Declaration: Summary Schedule

Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.

To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents.

Although Annexure D and Annexure E need not be submitted with Proposals, Transnet reserves the right to call for these Supporting Schedules if required.

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

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#### **5. Stage Four - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

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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: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

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

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: **16:00** on the **21 October 2022**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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

C.3.11. The minimum number of evaluation points for functionality is: 60

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

<b>TECHNICAL EVALUATION SCORING SHEETING FOR THE PURCHASE OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA</b>		
<p><b>PRE-QUALIFICATION:</b> The company must be registered with the SABS as a bodybuilder and with the South African Department of Transport as a Manufacturer.</p> <p>The following certificates shall be provided</p> <ol style="list-style-type: none"> <li>1. ENATIS Model Number (The National Traffic Information System)</li> <li>2. MIB Certificate (Manufacturer, Importer or Builder)</li> </ol>		
<b>Category</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Points</b>
<b>T2.2-08 -Customer Reference Letters</b>	Required information Traceable references should include clients contact details, name and number, type of fire truck supplied and date it was commissioned. The reference letter shall be on the company letterhead, signed by the responsible person. Each reference letter must have a date, signed by the customer, and contain: Customer company name Company Address Customer contact details (Email and Phone) Project Scope of work (type of fire truck supplied)	<b>30</b>

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Description of Supply: FOR THE PURCHASE OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA

	<p>Project Start and End dates Allocation of score</p>	
<p><b>T2.2-09 -Method Statement</b></p>	<p><b>Note to tenderers:</b> <b>Method statement</b> - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project. <b>A detailed method statement is required:</b> The tenderer must provide a full breakdown of how the proposed Purchase of Fire and Emergency Services Appliances project at Ports of Cape Town, Saldanha, Richards Bay, East London, Ngqura and Port Elizabeth will be manufactured, supplied and delivered as per the scope of work.</p> <p>Technical approach and methodology that will be adopted to achieve project deliverables. The submission shall clearly outline the time frame of the project and presented in a form of a Gantt chart Activity schedule shall discuss aspect related, but not limited to: Detailed approach methodology Proposed project team organogram and CV's of key personnel Equipment procuring timelines Detailed discussion on the modification of the fire truck Details and discussion on the assembly of the fire truck Details and discussion on vehicle and equipment testing Licence and registration of the newly fire truck Detail discussion regarding training of TNPA fire service personnel Detailed discussions on the yearly minor/major service and maintenance plan to be performed on the vehicle. Preference will be given to suppliers who will be able to perform routine repair work on site</p>	<p><b>30</b></p>
<p><b>T2.2-10 Programme</b></p>	<p>The Tenderer must provide a detailed plan on how the project will be conducted. Provide a well detailed plan and also attach the project timeline that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones and responsible person for the work. The project plan starts when a vendor receives a purchase order.</p> <p>It is preferred that the vendor cater for 6 months and allow 1 months contingency for unforeseen events that may delay the project. The following is a suggested framework that can be used to draft the project plan, which must be presented as a Gantt chart using Microsoft Project or similar.</p> <p>The Tenderer shall indicate the following:</p>	<p><b>20</b></p>

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	<ul style="list-style-type: none"> <li>• Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the implementation activities that will take place to provide the work</li> <li>• Schedule showing Starting, Completion, Sectional Completion and Key Dates as listed in Contract Data Part One -"Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM)</li> <li>• All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as nonworking periods</li> <li>• Against each activity or grouping of activities, the Tenderer indicates their "time risk allowances" and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. The Tenderer owns these allowances</li> <li>• At a minimum, a Level 4 Programme is developed electronically and a hard copy to be supplied with the Tender document. This Schedule development should be in Ms project. Primavera would be an added advantage.</li> <li>• The level of detail on the schedule should include, but not limited to, Key Milestones, Sectional Completion Milestones and Close-out activities</li> </ul>	
<p><b>T2.2-11 Quality Management</b></p>	<p>Tenderers should submit Quality Management deliverables that includes the following:</p> <ul style="list-style-type: none"> <li>• Valid ISO 9001:2015 certification.</li> <li>• Contract specific Quality Control Plan</li> <li>• Quality Plan</li> </ul>	<p><b>10</b></p>

Tender Number: TNPA/2022/08/0970/10791/RFP

Description of Supply: FOR THE PURCHASE OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA

	<ul style="list-style-type: none"> <li>• Quality Policy</li> <li>• Data Pack Index</li> </ul>	
<b>T2.2-12 Health &amp; Safety Management</b>	<p>The Tenderer must provide their health and safety management deliverables that includes the following documents:</p> <ul style="list-style-type: none"> <li>• Valid ISO 45001:2018 (certified)</li> <li>• Contract specific Health and Safety Management Plan</li> <li>• Valid Letter of Good Standing</li> <li>• SHE Policy</li> <li>• SHE Risk Assessment</li> </ul>	<b>10</b>
<b>Evaluator Signature:</b> _____		<b>Final score:</b> _____ <b>/ 100</b>

C.3.12. 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,

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.

There is uncertainty on the preference point system to be applied, TNPA will must advertise the tender indicating that the tender will be evaluated on either the 80/20 or 90/10 preference point system. Once a tender is received, the lowest acceptable tender must be used to determine the preference point system to be used for the evaluation of tenders.

Up to 100 minus W1 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.

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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.

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

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## **T2.1 List of Returnable Documents**

### **Returnable Schedule:**

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule –**  
Compulsory Certificate of Attendance at Tender Clarification Meeting
- T2.2-02 **Stage Two as per PPPFA: Pre-qualification Criteria Schedule -**
- B-BBEE Status Level 4
  - 30% Sub-Contracting
- T2.2-03 **Stage Three as per PPPFA: Eligibility Criteria Schedule -** Declaration Certificate of Local Production and Content (SBD 6.2) - Compulsory
- T2.2-04 Annex C - Local Content Declaration - Summary Schedule - Compulsory
- T2.2-05 Annex D - Imported Content Declaration - Supporting Schedule to Annex C - Essential
- T2.2-06 Annex E - Local Content Declaration - Supporting Schedule to Annex C – Essential
- T2.2-07 **Stage Four: The following certificates shall be provided:**
- ENATIS Model Number (The National Traffic Information System) **Compulsory**
  - MIB Certificate (Manufacturer, Importer or Builder) **Compulsory**

#### **2.1.2 Stage Five: these schedules will be utilised for evaluation purposes:**

- T2.2-08 **Evaluation Schedule:** Customer Reference Letters
- T2.2-09 **Evaluation Schedule:** Method Statement
- T2.2-10 **Evaluation Schedule:** Programme
- T2.2-11 **Evaluation Schedule:** Quality Management
- T2.2-12 **Evaluation Schedule:** Health and Safety Management

#### **2.1.3 Returnable Schedules:**

##### **General:**

- T2.2-13 Authority to submit tender
- T2.2-14 Record of addenda to tender documents
- T2.2-15 Letter of Good Standing
- T2.2-16 Risk Elements
- T2.2-17 Availability of equipment and other resources
- T2.2-18 Site Establishment requirements
- T2.2-19 Capacity and Ability to meet Delivery Schedule

#### **2.1.4 Agreement and Commitment by Tenderer:**

- T2.2-20 Compulsory Enterprise Questionnaire
- T2.2-21 Non-Disclosure Agreement

- 
- T2.2-22 RFP – Breach of Law
  - T2.2-23 Certificate of Acquaintance with Tender Document
  - T2.2-24 RFP Declaration Form
  - T2.2-25 Supplier Code of Conduct
  - T2.2-26 Service Provider Integrity Pact
  - T2.2-27 Job-Creation Schedule
  - T2.2-28 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

**2.1.5 Bonds/Guarantees/Financial/Insurance:**

- T2.2-29 Insurance provided by the Contractor
- T2.2-30 Form of Intent to provide a Performance Guarantee
- T2.2-31 Forecast Rate of Invoicing
- T2.2-32 Three (3) years audited financial statements
- T2.2-33 Supplier declaration form
- T2.2-34 List of subcontractors

**2.2 C1.1 Offer portion of Form of Offer & Acceptance****2.3 C1.2 Contract Data****2.4 C1.3 Forms of Securities****2.5 C2.1 Pricing instructions: Option B****2.6 C2.2 Bill of quantities**

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

Represented

.....  
(Name and

by:

.....  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	.....	
On (date)	.....	Starting time: .....

#### 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:

- a) A tenderer having a stipulated minimum B-BBEE status level 4 contributor.  
The Tenderer is to submit the following documents or copies thereof**

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

***Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive***

- b) A tenderer to subcontract a minimum of 30% to-**

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

**All Sub-contractors must be registered on the National Treasury CSD by closing date.**

**The Tenderer is to submit the following documents or copies thereof:**

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

***Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive.***

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**



Provide **detailed information** of the proposed Sub-contractors below:

	<b>Name of proposed Subcontractor</b>	<b>Address and Region</b>	<b>Nature and extent of work</b>	<b>B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No</b>	<b>Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.</b>
<b>1.</b>					
<b>2.</b>					
<b>3.</b>					
<b>4.</b>					
<b>5.</b>					
<b>6.</b>					

**The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule as mandatory returnable documents:**

- A valid Sworn Affidavit or B-BBEE Certificate of the proposed sub-contractor(s).

**NOTE TO TENDERERS:**

**FAILURE TO PROVIDE THE ABOVE DOCUMENTS AS REQUESTED WILL DISQUALIFY THE TENDER FROM ANY FURTHER EVALUATION.**

Transnet reserves the right to request additional information of the nominated subcontractors should it be deemed necessary to verify the compliance to the black ownership percentage or subcontractor entity size. These may include but not limited to;

- Copies of the identity documents of the members of shareholders of the subcontractor;
- Copies of the Audited Financial Statements or Income Statement of the subcontractor;
- Letter or Agreement confirming the Sub-Contracting Agreement between the tenderer and proposed subcontractor(s)
- Copies of the subcontractors CSD

## **T2.2-03 Pre-qualification Criteria Schedule: Declaration Certificate for Local Production and Content for Designated Sectors. SBD 6.2:**

### **ANNEXURE B**

### **SBD 6.2**

#### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**



- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

## 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

### Description of services, works or goods

### Stipulated minimum threshold

#### Fire Fighting Vehicle:

Fire Fighting Vehicle - 30%

#### Components and manufacturing processes against which the overall local content must be discharged.

Crew Cabin: - 100%  
Super Structure: - 100%  
Assembly: - 100%

4. Does any portion of the services, works or goods offered have any imported content?

*(Tick applicable box)*

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)



Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other (Pula)	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the AO/AA provide directives in this regard.
- 

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.**

**ISSUED BY:** TRANSNET NATIONAL PORTS AUTHORITY ON BEHALF OF TRANSNET SOC LTD

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,.....(full names), do hereby declare, in my capacity as.....of.....(name of bidder entity), the following:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:
  - the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity ( <b>Fire Fighting Vehicle</b> ) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>30%</b>
Local content %, as calculated in terms of SATS 1286:2011	



**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD 6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.**

**If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written exemption from the dtic to supply the remaining portion at a lower local content threshold. The dtic in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:**

- a) Required volumes in a particular bid;
- b) Available collective South African industry manufacturing capacity at the time;
- c) Delivery times;
- d) Availability of input materials and components;
- e) Technical considerations including operating conditions; and
- f) Materials of construction
- g) Security of supplies and emergencies

#### **Schedule A – Non-compliance for Local Content**

##### **Non-compliance Penalties for Local Content:**

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the



- non-delivery of committed values where local content undertakings must be met immediately.
- iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
  - f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

**Non-compliance Penalty Certificate:**

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
  - the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.



**T2.2-04 Annex C – Local Content Declaration – Summary Schedule – Compulsory. See attached**

SATS 1286.2011

**Annex C - Components and manufacturing processes against which the overall local content must be discharged**

**Local Content Declaration - Summary Schedule**

(C1)	<b>Tender No.</b>	TNPA/2022/08/0970/10791/RFP						Note: VAT to be excluded from all calculations				
(C2)	<b>Tender description:</b>	THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA										
(C3)	<b>Designated product(s)</b>	Components and manufacturing processes against which the overall local content must be discharged										
(C4)	<b>Tender Authority:</b>	Transnet National Ports Authority										
(C5)	<b>Tendering Entity name:</b>											
(C6)	<b>Tender Exchange Rate:</b>	USD		EU		GBP						
(C7)	<b>Specified local content %</b>	100%										
		Calculation of local content							Tender summary			
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
	Crew Cabin											
	Super Structure											
	Assembly											
								(C20) Total tender value	R 0			
<b>Signature of tenderer from Annex B</b>								(C21) Total Exempt imported content	R 0			
								(C22) Total Tender value net of exempt imported content	R 0			
								(C23) Total Imported content	R 0			
								(C24) Total local content	R 0			
<b>Date:</b>								(C25) Average local content % of tender				



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**T2.2-05 Annex D – Imported Content Declaration – Supporting Schedule to Annex C Essential. See attached**



SATS 1286.2011

**Annex D - Components and manufacturing processes against which the overall local content must be discharged**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No.	TNPA/2022/08/0970/10791/RFP		
(D2) Tender description:	THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA		Note: VAT to be excluded from all calculations
(D3) Designated Products:	Components and manufacturing processes against which the overall local content must be discharged		
(D4) Tender Authority:	Transnet National Ports Authority		
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	USD	EU	GBP

**A. Exempted imported content**

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

**B. Imported directly by the Tenderer**

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

**C. Imported by a 3rd party and supplied to the Tenderer**

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

**D. Other foreign currency payments**

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments		
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							R 0
This total must correspond with Annex C - C 23							

Signature of tenderer from Annex B

Date:



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: Tender Number: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF THE WORKS: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

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**T2.2-06 Annex E - Local Content Declaration – Supporting Schedule to Annex C – Essential. See attached**





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## T2.2-07 Tenderers are to provide technical pre-qualification:

### PRE-QUALIFICATION:

The company must be registered with the SABS as a bodybuilder and with the South African Department of Transport as a Manufacturer.

### The following certificates shall be provided

1. ENATIS Model Number (The National Traffic Information System)
2. MIB Certificate (Manufacturer, Importer or Builder)

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....



**T2.2-08: Customer Reference Letters**

**Required information**

Company to provide customer reference letters for projects completed within the past 6 years. Traceable references should include clients contact details, name and number, type of fire truck supplied and date it was commissioned. The reference letter shall be on the company letterhead, signed by the responsible person.

**Each reference letter must have a date, signed by the customer, and contain:**

- Customer company name
- Company Address
- Customer contact details (Email and Phone)
- Project Scope of work (type of fire truck supplied)
- Project Start and End dates

**Allocation of score**

Score	Customer References
<b>0</b>	Zero (0) Customer reference letters does not meet Required information
<b>20</b>	1 traceable reference submitted for confirmation of successful completion of projects listed in the company profile within the past 6 years
<b>40</b>	2 traceable references submitted for confirmation of successful completion of projects listed in the company profile within the past 6 years
<b>60</b>	3 traceable references submitted for confirmation of successful completion of projects listed in the company profile within the past 6 years
<b>80</b>	4 - 5 traceable references for confirmation of successful completion of projects listed in the company profile within the past 6 years
<b>100</b>	6 or more traceable references for confirmation of successful completion of projects listed in the company profile within the past 6 years.

Signed

Date

Name

Position

Tenderer

## T2.2-09: Evaluation Schedule: Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed method statement is required:  
The tenderer must provide a full breakdown of how the proposed Purchase of Fire and Emergency Services Appliances project at Ports of Cape Town, Saldanha, Richards Bay, East London, Ngqura and Port Elizabeth will be manufactured, supplied and delivered as per the scope of work.

Technical approach and methodology that will be adopted to achieve project deliverables. The submission shall clearly outline the time frame of the project and presented in a form of a Gantt chart Activity schedule shall discuss aspect related, but not limited to:

1. Detailed approach methodology
2. Proposed project team organogram and CV's of key personnel
3. Equipment procuring timelines
4. Detailed discussion on the modification of the fire truck
5. Details and discussion on the assembly of the fire truck
6. Details and discussion on vehicle and equipment testing
7. Licence and registration of the newly fire truck
8. Detail discussion regarding training of TNPA fire service personnel
9. Detailed discussions on the yearly minor/major service and maintenance plan to be performed on the vehicle. Preference will be given to suppliers who will be able to perform routine repair work on site

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.**



The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score. Method Statement covers any 4 of the 9 scope items for 5 ports
<b>Score 20</b>	Method Statement includes any 5 of the 9 scope items for 5 ports
<b>Score 40</b>	Method Statement includes any 6 of the 9 scope items for 5 ports
<b>Score 60</b>	Besides meeting the "40" 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. The methodology approach details ways to improve the project outcomes and the quality of the outputs. Full Breakdown of Proposed Solution submitted Method Statement must include 7 of the 9 scope items to all 5 Ports
<b>Score 80</b>	Besides meeting the "60" 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. The methodology approach details ways to improve the project outcomes and the quality of the outputs. Full Breakdown of Proposed Solution submitted Method Statement must include 8 of the 9 scope items above to all 5 Ports including innovation
<b>Score 100</b>	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. The methodology approach details ways to improve the project outcomes and the quality of the outputs. Full Breakdown of Proposed Solution submitted Method Statement must include 9 of the 9 scope items above to all 5 Ports including innovation

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

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

Tenderer \_\_\_\_\_

## T2.2-10: Programme

The Tenderer must provide a detailed plan on how the project will be conducted. Provide a well detailed plan and also attach the project timeline that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones and responsible person for the work. The project plan starts when a vendor receives a purchase order. It is preferred that the vendor cater for 6 months and allow 1 month contingency for unforeseen events that may delay the project. The following is a suggested framework that can be used to draft the project plan, which must be presented as a Gantt chart using Microsoft Project or similar.

The project plan must contain all these items, not less, but can be more. The following plan will commence once the vendor receives the purchase order.

### Required information

The tenderer must submit a Detailed Level 4 Project Specific Schedule that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones, and responsible person for the work.

### Allocation of scores

Score	Project Schedule
0	No schedule submitted
20	Level 4 Schedule addressing all the scope items with project duration of 9 months with 1 contingency month
40	Level 4 Schedule addressing all the scope items with project duration of 8 months with 1 contingency month
60	Level 4 Schedule addressing all the scope items with project duration of 7 months with 1 contingency month
80	Level 4 Schedule addressing all the scope items with project duration of 6 with 1 contingency month
100	Level 4 Schedule addressing all the scope items with project duration of 5 with 1 contingency month

Signed

Date

Name

Position

Tenderer



## T2.2-11: Quality Management

Reference Standard ISO 9001:2015 QMS requirements.

Due consideration must be given to the deliverables required to execute and complete the contract as per the works information, specifications, and ISO 9001:2015 QMS requirements as stated above and should include but not be limited to:

1. Valid ISO 9001:2015 certification.
2. Contract specific Quality Control Plan
3. Quality Plan
4. Quality Policy
5. Data Pack Index

### Allocation of scores

Score	Quality Management
0	No Response
20	The tenderer has submitted <b>one</b> aspect of the Quality Management deliverables
40	The tenderer has submitted <b>two</b> aspects of the Quality Management deliverables
60	The tenderer has submitted <b>three</b> aspects of the Quality Management deliverables
80	The tenderer has submitted <b>four</b> aspects of the Quality Management deliverables
100	The tenderer has submitted all <b>five</b> aspects of the Quality Management deliverables

Signed

Date

Name

Position

Tenderer



## T2.2-12: Health & Safety Management

The Tenderer must provide their health and safety management deliverables that includes the following documents:

- Valid ISO 45001:2018 (certified)
- Contract Specific Health and Safety Management Plan
- SHEQ Policy
- Valid Letter of Good Standing
- SHE Risk Assessment

Score	Health and Safety Management
0	No Health & Safety documents submitted.
20	The service provider has developed and/or submitted a valid ISO 45001:2018 but no SHE Plan, Letter of Good Standing, SHEQ Policy and Risk Assessment.
40	The service provider has developed and/or submitted a valid ISO 45001:2018 & SHE Plan but no Letter of Good Standing, SHEQ Policy and Risk Assessment.
60	The service provider has developed and/or submitted a valid ISO 45001:2018, SHE Plan & Letter of Good Standing but no SHEQ Policy and Risk Assessment.
80	The service provider has developed and/or submitted a valid ISO 45001:2018, SHE Plan, Letter of Good Standing. The service provider has also developed and/or submitted a SHEQ Policy or Risk Assessment.
100	All Health & Safety Documents submitted (i.e., Valid ISO 45001:2018, SHE Plan, Valid Letter of Good Standing, SHEQ Policy & Risk Assessment).

Signed

Date

Name

Position

Tenderer

### T2.2-13: 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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF THE WORKS: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA


**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

### T2.2-14: 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:

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

Attach additional pages if more space is required.

### **T2.2-15: 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:

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







## T2.2-19: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer’s capacities and methods but meeting the required delivery schedule.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p>
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## T2.2-20: 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.

1. **SECTION 1: NAME OF ENTERPRISE:** \_\_\_\_\_
2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_
3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_
4. **SECTION 4: CSD NUMBER:** \_\_\_\_\_
5. **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

### 6. 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.**

**Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 10: The attached SBD9 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

## DECLARATION OF INTEREST

## SBD 4

1. Any legal person, including persons employed by the state<sup>4</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

---

<sup>4</sup>“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

**SBD 4**

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
\_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>5</sup>): \_\_\_\_\_  
\_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

\_\_\_\_\_

- Name of state institution at which you or the person connected to the bidder is employed:

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SBD 4**

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.3 If yes, did you attached proof of such authority to the bid document?

\_\_\_\_\_

<sup>5</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.8.2 If so, furnish particulars.

---

---

---

**SBD 4**

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.9.1 If so, furnish particulars.

---

---

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2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.10.1 If so, furnish particulars:

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---

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**4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution. Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

**OR**

Either the 80/20 or 90/10 preference point system will apply. Preference points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

- (a) "**all applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "**B-BBEE status level of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment

Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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);
- (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:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

4.2

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>6</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

<sup>6</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX ]

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

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

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

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

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

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>7</sup> 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 contract? **YES/NO**

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

<sup>7</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 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 consortium<sup>8</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

<sup>8</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF THE WORKS: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## T2.2-21: NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

.....

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

.....

.....

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

DESCRIPTION OF THE WORKS: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA  
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	
.....	

## T2.2-22: 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

## T2.2-23: 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.

TRANSNET NATIONAL PORTS AUTHORITY

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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

## T2.2-24: 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 **T2.2-27 "Service Provider Integrity Pact"**.

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

**IMPORTANT NOTICE TO TENDERERS**

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

## T2.2-25: 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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF THE WORKS: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

## **T2.2-26: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

**PREAMBLE**

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

In order to achieve these goals, Transnet and the Tenderer / Service Provider 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.

**OBJECTIVES**

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.

**COMMITMENTS OF TRANSNET**

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

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.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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.

Transnet further confirms that its employees will not favour any prospective Tenderer 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.

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.

**OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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.

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.

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 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.

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.

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 or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **INDEPENDENT TENDERING**

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.

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.

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.

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.

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.

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.

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.

## DISQUALIFICATION FROM TENDERING PROCESS

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 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 from its database, if already registered.

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.

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.

## TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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.

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.

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.

## PREVIOUS TRANSGRESSIONS

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.

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 Form contained in the applicable RFX document.)

## SANCTIONS FOR VIOLATIONS

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

## CONFLICTS OF INTEREST

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.

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.

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.

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.

## MONITORING

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

## EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## DISPUTE RESOLUTION

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 0 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.

## GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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.

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.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

## T2.2-27: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

<b>Year 2</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

## **T2.2-28: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is .....(Name of Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator

must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.



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

<b>YES</b>		<b>NO</b>	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

**3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Name of Contractor:**

(Operator)

Authorised signatory for and on behalf .....(Name of contractor)who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-29: 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.

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
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 R 5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

## T2.2-30: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

.....

Address

.....

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

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

### Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor  
(Bank/insurer)

.....

Date

.....



## **T2.2-31: Forecast Rate of Invoicing**

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

### **Index of documentation attached to this schedule:**

.....

.....

.....

.....

.....

.....

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.....

.....

.....



## **T2.2-32: Three (3) Years Audited Financial Statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

## T2.2-33 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.
6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).
  
8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see	

example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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

**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;

- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

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



When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b> A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

---

### Affidavit or Solemn Declaration

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

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

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

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

### Commissioner of Oaths

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

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

<b>“Black Designated Groups”</b>	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
----------------------------------	---

3. I hereby declare under Oath that:

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



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

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

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

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

**Deponent Signature** .....

**Date** .....

\_\_\_\_\_  
**Commissioner of Oaths**  
 Signature & stamp

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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



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

3. I hereby declare under Oath that:

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



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

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

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

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

**Deponent Signature**.....

**Date** .....

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		

4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

**T2.2-34 List of Subcontractors. See attached**



## C1.1 Form of Offer & Acceptance

### Offer

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

### **THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA**

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of

Date

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



TRANSNET NATIONAL PORTS AUTHORITY  
CONTRACT NUMBER: TNPA/2022/08/0970/10791/RFP  
DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERV  
APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA  
witness

[Empty rectangular box with a dotted border, likely a placeholder for a signature or stamp.]





TRANSNET NATIONAL PORTS AUTHORITY  
 CONTRACT NUMBER: TNPA/2022/08/0970/10791/RFP  
 DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERV  
 APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

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

Note:

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

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

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

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

**For the tenderer:**

**For the Purchaser**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

On behalf of *(Insert name and address of organisation)* \_\_\_\_\_

**Transnet SOC Ltd  
 Transnet National Ports Authority  
 N2 Neptune Road,  
 Entrance Foyer, TNPA Admin Building  
 (Emendi Building)  
 Port Of Ngqura**

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



TRANSNET NATIONAL PORTS AUTHORITY  
CONTRACT NUMBER: TNPA/2022/08/0970/10791/RFP  
DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERV  
APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA



## C1.2 SC Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X2: Changes in the law</b> <b>X4: Parent company guarantee</b> <b>X7: Delay damages</b> <b>X13: Performance bond</b> <b>X14: Advanced payment to the <i>Supplier</i></b> <b>X20: Key Performance Indicators</b> <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	<b>Transnet SOC Ltd (Reg no. 1990/000900/30)</b>
	Address	<b>Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building)Port Of Ngqura</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Jabulani Nkanyani</b>
	Address	<b>Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building)Port Of Ngqura</b>
	Tel	<b>0832796766</b>
11.2(13)	The <i>goods</i> are	<b>The manufacture, supply and delivery of fire and emergency services appliances for the ports of East London, Ngqura, Port Elizabeth, and Saldanha</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Storage issues after the delivery of fire and emergency services appliances</b>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Supply and all documents</b>



		<b>and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
2	<b>The <i>Supplier's</i> main responsibilities</b>	<b>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.</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>31 January 2023</b>
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b><i>goods and services</i>                      <i>delivery date</i></b>
		<b>1    <i>fire and emergency services appliances</i>                      31 July 2023</b>
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.	<b>[no data required]</b>
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>52 (fifty two) weeks after Delivery.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
42.2	The <i>defects access period</i> is	<b>2 days</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly	<b>On the 25<sup>th</sup> of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>
6	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
7	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
8	<b>Risks, liabilities, indemnities</b>	



## and insurance

80.1	These are additional <i>Purchaser's</i> risks	<b>None</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	<b>Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity is	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2. Insurance against	<b>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity is	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
84.1	The <i>Purchaser</i> provides these additional insurances	
	1. Insurance against	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity is	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
84.1	The <i>Supplier</i> provides these additional insurances	
	1. Insurance against	<b>Supply manufacture involving pre-payments. Insurable interest in terms of the pre payments made towards manufacturing of an item. PI exposure Manufacturing 2 – 3 per raw material and/or volume of completed prior to delivery to Transnet including transportation to a Transnet site until off loaded. Balance of Vehicle Third Party Liability</b>
	Cover / indemnity is	<b>[•]</b>



The deductibles are [•]

84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	[•]
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:	<b>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.</b>
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:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)..</b>
	The Supplier provides these additional Insurances	<p><b>1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected</b></p> <p><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant &amp; materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.</b></p> <p><b>3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor</b></p> <p><b>4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.</b></p> <p><b>5 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</b></p> <p><b>6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised</b></p>



**in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**  
**7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

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	<b>R0.0 (zero Rand)</b>
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	<b>Total of the Prices</b>
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:	<b>The cost of correcting the defect (The Total of the Prices)</b>
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	<b>Total of the Prices</b>
88.5	The <i>end of liability date</i> is	<b>2 years after Delivery of the whole of the goods and services.</b>

## **9 Termination and dispute resolution**

94.1	The <i>Adjudicator</i> is (Name)	<b>Either, state the name of the person selected &amp; complete the contact details below Or, state the person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.</b>
	Address	<b>No additional data is required for this Option.</b>
	Tel No.	<b>No additional data is required for this Option.</b>
	Fax No.	<b>No additional data is required for this</b>



	e-mail	<b>Option.</b> <b>No additional data is required for this Option.</b>								
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of The Association of Arbitrators (Southern Africa)</b>								
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>								
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).</b>								
94.4(5)	The place where arbitration is to be held is	<b>Port Elizabeth, Gqeberha, South Africa</b>								
	The person or organisation who will choose an arbitrator									
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his</b>								
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>nominee of the Association of Arbitrators (Southern Africa).</b>								
<b>10</b>	<b>Data for Option clauses</b>									
<b>X2</b>	<b>Changes in the law</b>									
X2.1	A change in the law of	<b>is a compensation event if it occurs after the Contract Date</b>								
<b>X7</b>	<b>Delay damages</b>									
X7.1	Delay damages for Delivery are	<table border="1"> <thead> <tr> <th>Delivery of</th> <th>amount per day</th> </tr> </thead> <tbody> <tr> <td><b>8 Months</b></td> <td><b>R5000</b></td> </tr> <tr> <td><b>9 Months</b></td> <td><b>R7000</b></td> </tr> <tr> <td><b>12 Months</b></td> <td><b>R10 000</b></td> </tr> </tbody> </table>	Delivery of	amount per day	<b>8 Months</b>	<b>R5000</b>	<b>9 Months</b>	<b>R7000</b>	<b>12 Months</b>	<b>R10 000</b>
Delivery of	amount per day									
<b>8 Months</b>	<b>R5000</b>									
<b>9 Months</b>	<b>R7000</b>									
<b>12 Months</b>	<b>R10 000</b>									
<b>X13</b>	<b>Performance bond</b>									
X13.1	The amount of the performance bond is	<b>(10% of the total of the Prices at the Contract Date).</b>								
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>									
<b>Z.1</b>	<b>Obligations in respect of Subcontracting</b>									
<b>Z1.1</b>	<b>It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.</b>									



- Z1.2** The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-02 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.
- Z1.3** The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
- Z1.4** Insert addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-02 obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The subcontracting arrangement/contract remains between the *Contractor* and sub-contractor.
- Z1.5** The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage.  
 The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z2**      **Local Production and Content Obligations**

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- Z2.1** In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Electrical Cable Products: 90%; 2 Steel Products and Component for Construction: 100%; and 3 Steel Lattice Towers and Masts: 100%
- 
- Z2.2** The *Contractor* is required to note that the *Employer*, 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.
- 
- Z2.3** The *Contractor* 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 *Contractor* shall report to the *Employer* 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.
- 
- Z2.4** The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
- 
- Z2.5** Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.



### **Z3 Obligations in respect of Job Creation**

**Z3.1** It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-26

**Z3.2** The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-26 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

**Z3.3** The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-26 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

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

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Z4.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Purchaser* by a financial institution reasonably acceptable to the *Purchaser*.

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**Z5 Additional clauses relating to  
Joint Venture**

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Z5.1

Insert the additional core clause 27.5

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

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

A brief description of the Contract and the Deliverables;

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

The constituent's interests;

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

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

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

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

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

Financial requirements for the Joint Venture:

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

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

Z5.2

Insert additional core clause 27.6

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

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**Z6 Additional obligations in respect of Termination**

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Z6.1		<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"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z6.2	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>
Z6.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z7</b>	<b>Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA</b>	
Z7.1		<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>
<b>Z8</b>	<b>Additional Clause Relating to Collusion and/or Tender Rigging</b>	
Z8.1		<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>



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**Z9                    Protection                    of                    Personal**  
**Information Act**

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Z9.1

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

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## C1.3 Forms of Securities

### Pro formas for Guarantees

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

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

- Option X4: Parent company guarantee
- Option X13: Performance guarantee
- Option X14: Advanced payment to the *Supplier*

These Options require a guarantee "in the form set out in the Goods Information". Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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



TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/08/0970/10791/RFP  
DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

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## Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

**[Insert *Purchaser's* registered name and address]**

Date:

Dear Sirs,

### ***Parent Company Guarantee for Contract No***

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

**[insert registered name of the *Purchaser*]**

(the *Purchaser*) and

**[Insert registered name and address of the *Supplier*]**

(the *Supplier*), for

**[Insert details of the *goods* and *services* from the Contract Data]**

(the *goods* and *services*).

I/We the undersigned

on behalf of the *Supplier's*  
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.



TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/08/0970/10791/RFP  
DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

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

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)



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

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

**[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"> <li>• 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</li> <li>• the date that the Bank issues a replacement Guarantee for such lesser or higher amount as may be required by the <i>Purchaser</i>.</li> </ul>
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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

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\_\_



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/08/0970/10791/RFP

DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp




## Pro forma Advanced Payment Guarantee (for use with Option X14)

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

[Insert *Purchaser's* name and registered address]

Bank ref no. [•]

Date: [•]

Dear Sirs,

### ***Advanced Payment Guarantee for Contract No. [•]***

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

[Insert *Purchaser's* name]

(the *Purchaser*) and

{Insert registered name and address of the *Supplier*}

(the *Supplier*), for

{Insert details of the *goods and services* from the Contract Data}

(the *goods and services*).

I/We the undersigned [•]

on behalf of the Surety [•]

of physical address [•]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the



TRANSNET NATIONAL PORTS AUTHORITY  
 TENDER NUMBER: TNPA/2022/08/0970/10791/RFP  
 DESCRIPTION OF SUPPLY: THE MANUFACTURE, SUPPLY AND DELIVERY OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA

foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment guarantee.

4. This guarantee expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the guarantee shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.
6. Our total liability hereunder shall not exceed the sum of ..... (R .....) which is equal to the advance payment.
7. This Advanced Payment Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)	
Name(s) (printed)	
Position in Surety company	
Signature of Witness(s)	
Name(s) (printed)	



## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	



## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

#### 1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

**Identified  
and defined  
terms**

11

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.



## 1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

## 1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering



Measurement and payment

#### 1.4. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre



MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

## 1.5. General assumptions

- 1.5.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.5.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.5.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 1.5.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 1.5.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 1.5.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and

<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

- 1.5.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.



## C2.2 The *bill of quantities*

Item No.	Description	Unit	Quantity	Rate	Total
	<b>BILL NO: 1</b>	-			
1	<b>PRELIMINARIES &amp; GENERAL</b>	-			
1.1	<b>Fixed Charge Items</b>	-			
	<u>Contractual Requirements</u>	-			
	All Contractual Requirements including, Access to site, Safety File, Legal Requirements & Provision of Insurances.	-			
1.1.1		Sum	1.00		
1.1.2	supply & deliver Fire and Emergency Services Appliances	Sum	1.00		
	<u>Time related</u>				
1.1.3	General Supervision for all works.	Sum	1.00		
Carried to summary					
2	<b>BILL NO: 2</b>				
2.1	<b>The Contractor shall supply &amp; deliver Fire and Emergency Services Appliances</b>				
2.1.1	The Contractor shall supply & deliver Fire and Emergency Services Appliances -				
	Major Pumper – Fire Engines	No.	8		



2.1.2	Bakkie Pumps	No.	4.00		
2.1.3	1 x Water Carriers (10000Lts),1 x Foam Tender	No.	1.00		
Carried to summary					
Total carried forward					

**PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
C3.1	This cover page <i>Employer's Works Information</i>	1
	<b>Total number of pages</b>	<b>12</b>

## **C3.1**

### **WORKS INFORMATION**

## **PURCHASE OF FIRE AND EMERGENCY SERVICES APPLIANCES FOR THE PORTS OF CAPE TOWN EAST LONDON, NGQURA, PORT ELIZABETH, AND SALDANHA**

### **1. PROJECT OVERVIEW**

#### **1.1. Executive Overview**

The role of Fire Services at Transnet National Ports Authority is to implement and maintain fire risk control which cater for the protection of life, fire prevention and protection of damages to Transnet property and its business, combating of fire on a first reaction basis as well as for the handling of hazardous commodity incidents.

The Ports are classified as Special Hazard Environment (special risk areas) in terms of the SANS 10090 and therefore operates in an extremely high-risk environment. The Ports provide a service to both local and international customers.

The overall philosophy is to protect Port operations and related business interest in managing emergency incidents during incipient and developing stages thereby limiting fire and emergency risk before the arrival of the designated Municipality Fire Services and under no circumstances is it the intention to take over the local Fire Services role or function.

TNPA Fire and Emergency Services is committed to provide an efficient emergency service to its area of jurisdiction aligned to the National Ports Act, Port Rules, Harbor Master's Written Instruction, Corporate and International Standard, SANS 10090.

#### **Supplier's Scope of Works includes:**

- Supply and delivery of 1 x Major Pumper -Fire Engine and 1 x Bakkie Pump to the Port of East London.
- Supply and delivery of 1 x Major Pumper-Fire Engine, 1 x Bakkie Pump, 1 x Water Carrier, and 1 x Foam Tender to the Port of Ngqura
- Supply and delivery of 1 x Major Pumper -Fire Engine and 1 x Bakkie Pump to the Port of Port Elizabeth.
- 1 x Major Pumper -Fire Engine and 1 x Bakkie Pump to the Port of Cape Town.
- 1 x Major Pumper -Fire Engine and 1 x Bakkie Pump to the Port of Saldanha.

#### **1.2. Project Objectives**

The Purchase of Fire and Emergency Services Appliances project aims to procure equipment in the form of Major Pumper Fire Engines (first response vehicles), Bakkie Pumps, Water Carriers-10 000L and Foam Tender for the Fire Services at the Ports of East London, Port Elizabeth, Ngqura, Cape Town, and Saldanha, to comply with the Port Fire Services Mandate based upon the GRM/SHEQ/MAN/001 which clearly states that each Port that handles cargo shall have a fire service stationed within the dock area and is organized to provide a 24-hour service.

### **1.3. Management Meetings**

Monthly meetings will be held with the *Supplier* at the *Supplier's* premises for the duration of fabrication/ manufacturing process. The meetings will be planned by both parties and communicated by the *Project Manager* to the project team members.

The *Supplier* attends all meetings at the *Project Manager's* request as set out above. At these meetings the *Supplier* and the *Project Manager's* team discuss the progress of the project including safety, health and environmental issues, quality assurance, testing and handover of Fire and Emergency Services Appliances, and any other project related issues.

### **1.4. Documentation Control**

All contract correspondence shall be issued through the *Project Manager*. All hardcopy communication will be delivered to the *Project Manager's* office. In the event of urgent communication, electronic communication can be transmitted to the *Project Manager*.

### **1.5. Safety Risk Management**

All health and safety matters associated with the project will be dealt with in accordance with Occupational Health and Safety Act. The *Supplier* shall comply with the Contractor's Health and Safety Management Plan (CHSMP). No work on site is permitted until CHSMP is approved.

### **1.6. Environmental Constraints and Management**

The *Supplier* shall adhere to all regulations enforced by law or agreement concerning the environment.

### **1.7. Quality Assurance Requirements**

The quality of Fire and Emergency Services Appliances by the *Supplier* shall comply with the requirements included in SANS Codes of Practice, the National Fire Protection Association Standard for Automotive Fire Apparatus (NFPA 1901 as amended and in its most recent edition) as well as the National Road Traffic Act and all other applicable legislation, norms and standards in respect of standard of material, design and manufacturing standards.

### **1.8. Programme and Planning**

The *Supplier* shall comply with the Purchaser's delivery plan including the lead time for the supply, and delivery of Fire and Emergency Services Appliances.

### **1.9. Cash Flow Forecast**

Based on the accepted schedule, the *Supplier* submits a monthly cash flow forecast report that details the anticipated monthly cash flow, represented by the expected assessments of the amounts due, to the *Project Manager*.

Monthly, the *Supplier* completes an assessment of all activities in progress and to completion, and accordingly revises and submits the updated cash flow forecast report detailing any variances and proposes remedial actions to rectify deviations.

### **1.10. Supplier's Management, Supervision and Key Personnel**

The *Supplier* provides an organogram and curriculum vitae's of all key personnel (both as required by the Employer and as independently stated by the *Supplier* under contract and shows how such key personnel communicate with the *Project Manager*.

**1.11. Insurance provided by the Purchaser**

The insurance that will be provided by the Purchaser is as per NEC SC clause??

The Supplier liaises with the Purchaser and the Project Manager at the Contract Date to declare the NEC3 SC contract details to the Purchaser's insurance brokers.

The Supplier liaises with the Purchaser and the Project Manager when a claim is made and assists in completing the claims Advise Forms that shall be provided.

**1.12. Contract change management**

No scope changes are to be made by the Supplier without a formal approval from the Project Manager.

**1.13. Provision of bonds, guarantees and retention**

The retention percentage will be 10% on all certified payments certificates received from the Supplier. This amount will be due to the Supplier after six months of completion of all the work. (after issuing a completion certificate)

**1.14. Supplier's Management, Supervision and Key Personnel**

The Supplier provides an Organogram and Curriculum Vitae of all his key personnel (both as required by the Purchaser and as independently stated by the Supplier under Contract and shows how such key personnel communicate with the Project Manager.

## 2. ENGINEERING AND CONTRACTOR'S DESIGN

### 2.1. Employer's design

The employer will not do any engineering designs. The Fire and Emergency Services Appliances shall comply with design criteria and requirements stipulated in the SABS codes of Practice and the National Fire Protection Association Standard for Automotive Fire Apparatus (NFPA 1901).

## 3. PURCHASER'S WORK SPECIFICATIONS

### 3.1. Major Pumper Fire Tender Technical Specifications

See Annexure A.

### 3.2. Bakkie Pumper Technical Specifications

See Annexure B.

### 3.3. Water Carrier Technical Specifications

See Annexure C.

### 3.4. Foam Tender Technical Specifications

See Annexure D.

## 4. GENERAL CONSTRAINTS

### 4.1. Access to the Site

The *Supplier* must comply with the regulations of Transnet National Port Authority (TNPA) for site entry and security control, permits, and site regulations. A list of workmen shall be given to the *Project Manager* to arrange for the necessary permits. A minimum of 48 hours' notice is necessary for the processing of these permits. This includes changes to staff during the contract period. All workers would be required to undergo the TNPA Safety, Health and Environment Induction before the access permit will be issued. The Safety, Health and Environment Inductions take place every Monday and Wednesday from 9:00 till 11:00. An Induction session needs to be arranged through the *Project Manager* 48 hours prior to the session. Access and use of the site for delivery and handover purposes will only be permitted once the site access certificate is issued.

### 4.2. Deliveries

The Supply shall keep records of all deliveries made to site. Deliveries shall be executed by the Supplier in a way that will not obstruct any of the Ports' operations. The *Supplier* shall inform the *Project Manager* 24 hours in advance of any material deliveries to site. The *Supplier* shall provide a list of tools and equipment, to be verified by TNPA Security before entering and leaving the site

### 4.3. Noise and vibrations

Noise should be kept to a minimum when inside the Port premises.

#### **4.4. Working Hours**

The Suppliers working hours within the Port environment shall be from 08:00 until 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 Project Manager, prior to commencement of such work.

#### **4.5. Parking**

The Supplier's vehicles will be parked in the parking area identified by the Project Manager. Should the Supplier require additional parking, he or she shall submit a request to the Project Manager via email and or letter.

#### **4.6. Confidentiality**

The data and information supplied by Transnet National Ports Authority remains the sole possession of Transnet National Ports Authority and any unauthorized alteration; distribution; copying; modification; reproduction in whole or in part; propaganda; and/or use for gain or otherwise is strictly prohibited.

Transnet National Ports Authority provides no warrant, expressed or implied as to accuracy, completeness or reliability of the data and information.

No liability shall devolve upon or be incurred by Transnet National Ports Authority and/or its officials through use of the data and information supplied.

#### **4.7. Pollution, ecological or environmental impacts**

The *Contractor* shall take the necessary precaution measures to ensure that no accident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

The *Contractor* shall always comply with the statutes that prohibit pollution of any kind.

These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998.
- The Environmental Conservation Act, 73/1989; and
- The National Water act, 36/1998

#### **4.8. Security and identification of people**

The *Contractor* must provide the list of employees that will be working on the site. The Contractor's employees must provide identification when requested by Security personnel and adhere to the security procedures. The Port does not tolerate substance abuse, therefore, any personnel reporting for duty under the influence of alcohol and or any other drugs will not be permitted to access the site.

### **5. PROCUREMENT**

#### **5.1. The Supplier's invoices**

The Supplier complies with the Purchaser's procedure for invoice submission. The invoice must correspond to the Project Manager's assessment of the amount due to the Supplier as stated in the payment certificate

***The invoice states the following:***

Invoice addressed to Trasnet Limited

Transnet Limited's VAT No: 4720103177

Invoice number

The Supplier's VAT number

The Contract numbers

Where applicable the invoice contains the following supporting detail:

- A statement of invoices
- Escalation is calculated on a separate sheet stating the formula used and presented to the Project Manager for acceptance
- The amount paid to date
- Retention monies to be deducted from the invoice
- Interest payable
- Copies of delivery notes of equipment
- Summary of progress covered by invoice

The invoice is presented as an original.

**5.2. Measurement and Payment**

When the Supplier is ready to claim for deliverables, they will provide the Project Manager with a payment certificate detailing the work completed based on the Activity schedule. The Supplier is required to issue an invoice to the Employer. The assessment shall include the amount previously claimed and the total claimed to date. Payment will be certified on the items as specified in the Activity schedule.

The following conditions apply to the payment of the Supplier:

- The Supplier is paid by electronic bank transfer within the period stated in the Contract data.
- The Supplier provides the Purchaser with correct banking information to make the transfer.
- All payments are provisional and subject to audit.
- The Supplier preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.

**5.3. Sub-Contracting**

The Supplier not to employ or bring a Sub-contractor onto the Site and/or Working Areas without the prior approval of the Project Manager.

Where the Supplier employs a Sub-contractor who will form part of the works or who supplies Plant and equipment for the execution of the work which involves a Sub-contractor operating on the Site and/or Working Areas, the Supplier ensures that a Sub-contractor complies fully with the Supplier's Quality Management System.

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.

#### **5.4. Pre-Completion arrangements**

A final inspection will be conducted by the Project Manager, SHEQ personnel and the *Contractor* to deem the site safe for occupation and for operation, where required.

#### **5.5. Take over**

TNPA will take over the site once the *Works* have been completed fully and successfully, including snags, where applicable.

### **6. EXECUTION**

#### **6.1. Information to be obtained from Site**

The Supplier shall visit the Site of the proposed delivery of fenders and acquaint themselves with the nature of the site

#### **6.2. Purchaser's site entry and security control, permits and site regulations**

The Supplier complies with the Purchaser's Site entry and security control, permits, and site regulations. The Supplier shall take out temporary permits for all staff working within the harbor. All costs incurred shall be borne by the Supplier or his staff.

#### **6.3. Publicity and progress photographs**

The Supplier does not advertise the Contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Supplier.

The Supplier obtains written permission and approval from the Project Manager before using the details of the contract in any advertising media.

#### **6.4. Equipment provided by the Purchaser**

No equipment will be provided by the Purchaser.

#### **6.5. Site services and facilities**

The Supplier shall deliver the Fire and Emergency Services Appliances as per the Activity schedule. The Supplier shall supply all the required equipment, plant and tools required to successfully execute the work. The Supplier at his or her cost shall provide all the required equipment and facilities.

#### **6.6. Work to be done by the Completion date**

The supply and delivery of Fire and Emergency services appliances should be completed within six months after receiving the purchase order. This includes for the approval of the Supplier's SHE file which should be submitted no later than two weeks after award of contract.

### **7. PROGRAMME**

#### **7.1. Programme requirements**

The *Supplier* shall provide to the *Project Manager* a detailed programme on how he intends to conduct the *work* and shall clearly indicate the required duration for the activities. The *Contractor's* programme shall include production rate per hour and production rate per day for measurement of the *works*.

#### **7.2. Programme arrangement**

The programme must be accepted by TNPA before any *work* will be allowed to commence. The programme will be used as a guide to measure progress of *work*.

#### **7.3. Methodology statement**

The *Supplier* must provide a detailed method statement for the execution of the *works* as per the scope of *works* contained in the C3.1 of *Purchaser's Works Information*.

#### **7.4. Information required**

The *Supplier* will be required to provide to the *Project Manager* all information relating to the project execution as and when required through emails, telephonically and/or formal meetings.

#### **7.5. Revised programme**

The *Supplier* must inform the *Project Manager* of any changes made in the programme during execution. Any changes must be accepted by the Project Manager prior to the implementation.

### **8. QUALITY MANAGEMENT**

#### **8.1. Quality statement**

The *Supplier* shall provide the *Project Manager* with data sheets of all material, plant and equipment he plans to use during the project where applicable and the manufacturer's technical information.

#### **8.2. Quality management system**

The *Supplier* shall supply the *Project Manager* with a comprehensive Quality Control Management Plan (QCMP), detailing how he/she intends on ensuring quality is maintained throughout the project.

#### **8.3. Inspections**

The *Project Manager* will visit the manufacturing site continuously during the execution of the *Works to conduct inspections*. The *Supplier* will be responsible to inform the *Project Manager* before fabrication *work* starts and when the *work* is completed.

### **9. MANAGEMENT OF THE WORKS**

#### **9.1. Project team – Others**

If the *Project Manager* delegates their duties to others the *Supplier* will be informed in writing. The *Supplier* will be expected to work and report to the delegated member/s. A Health and Safety officer would be in charge of ensuring compliance and therefore, would stop *works* for non-adherence to Health and Safety or potential environmental damage, etc. on site.

## 10. COMMUNICATIONS

### 10.1. Meetings, attendees and meeting records

The *Project Manager* will arrange a kick off meeting before the start of the project, as well as a close out meeting at the end of the project. The *Project Manager* and *Supplier* must attend the meetings and *Project Manager* or TNPA is responsible for keeping records of the meetings.

Should there be a need for additional meetings during the course of the project, the *Project Manager* and/or *Supplier* can arrange the meeting.

### 10.2. Reporting requirements

The *Supplier* must send a progress update to the *Project Manager* at the end of every week (Fridays) detailing planned *work* and achieved *work*, including planned *work* for the next/following week. The progress update must be sent to the *Project Manager* via email.

### 10.3. Electronic systems and communications

Formal communication between the *Supplier* and the *Project Manager* will be by email and ad hoc communication will be by telephone and verbal on site meetings. *Project Manager* instructions, Early Warnings and Compensations events will only be valid if put in writing.

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## **FIRE ENGINE SPECIFICATION FOR TNPA FIRE SERVICES**

### **4x2 MAJOR PUMPER**

#### **INTRODUCTION.**

The vehicle required would be a purpose built standard water and equipment carrying fire appliance used primarily for fire-fighting purposes. Purpose designed vehicles manufacturer/assembled in the Republic of South Africa are preferred. The vehicle shall comply with all relevant SABS Codes of Practice, the National Fire Protection Association Standard for Automotive Fire Apparatus (NFPA 1901 as amended and in its most recent edition) as well as the National Road Traffic Act and all other applicable legislation, norms and standards in respect of standard of material, design and manufacturing standards and it is mandatory that contractors give a clear undertaking whether they would abide by these requirements.

#### **SCOPE:**

This specification provides for the supply and delivery of a 4 x 2 Major Pumper which should incorporate the technical advances in chassis design that are suggested characteristics for a mobile water and foam tender vehicle. These vehicles shall be supplied with equipment in enclosed compartments as well as fixed mounted equipment including fire pump. On delivery the vehicles shall be registered as emergency units and the completed vehicles shall be delivered to these respective Ports: Ports of Cape Town, Durban, Port Elizabeth and East London.

#### **MANUALS AND ACCESSORIES:**

The service provider shall offer a complete vehicle including all the manuals and accessories and shall be responsible to have such items supplied.

#### **DOCUMENTATION:**

##### **Chassis manuals: According to chassis manufacturer's delivery extent:**

- 2 Operations Manual, Hard Copies
- 2 Lubrication schedules, Hard Copies (integrated in Operation Manual)
- 2 Maintenance book, Hard Copies

2 Service book, Hard Copies  
2 Data cards, Hard Copies

### **Superstructure manuals:**

2 Operation manuals in English, Hard Copies.  
2 Service and Maintenance manuals in English (integrated in the operation manual), Hard Copy  
2 Check-lists in English (Poster type), for daily and periodical service and maintenance  
2 Illustrated spare part catalogue in English,

*All manuals are supplied in a moisture proof plastic pouch, where feasible.*

### **ACCESSORIES:**

One (1) each of the following accessories shall be supplied.

- Vehicle hydraulic jack with handle
- Wheel wrench
- Pair of reflective triangles
- Tool roll
- Spare Wheel

### **KEYS**

Two (2) sets of keys shall be supplied upon delivery for the following:

- Ignition
- Cabin doors
- Locker doors

### **WARRANTY:**

The service provider shall submit full details of their warranty commitments on the vehicles as well as all new equipment. The service provider shall also undertake to ensure that satisfactory after sales service and maintenance support is provided.

Tenderers are required to state guarantee offered on the following:

- Chassis cab – minimum 5 year warranty
- Equipment - minimum 5 year warranty
- Pump - minimum 5 year warranty



- Paint - minimum 5 year warranty
- Water tanks – shall have a lifetime warranty

### **ROAD TRAFFIC ACT 1996 (ACT 93 OF 1996):**

The vehicles and equipment shall comply with the above acts in every respect, where applicable.

All vehicles, except sedans and motorcycles, must display the following in a conspicuous place on the left hand side of the vehicle, in letters and figures at least 40mm high:

- a) The tare of such vehicle in kg (denoted as T)
- b) The permissible maximum vehicle mass in kg (denoted as V)
- c) The permissible maximum drawing vehicle mass in kg (denoted as D/T)

Vehicles of which the gross vehicle mass exceeds 3500 kg, must be provided with a stamped plate or pressed plate with particulars as indicated on attached Form A.5 thereon, placed at a conspicuous place in terms of Regulation 369 of the Road Traffic Act 1996.

### **REGISTRATION OF VEHICLES:**

The successful service provider shall register the vehicles, license them, provide, and fit the respective number plates. The above shall be included in the tender price.

### **SERVICE REQUIREMENTS AND FREE SERVICE:**

The service provider shall provide detailed information on their ability to perform routine and emergency service on the equipment after delivery, including service facilities, personnel, service vehicles and the type and nature of repair work the tenderer is able to provide.

Preference will be given to suppliers who will be able to perform routine repair work on site.

The service provider shall guarantee to keep sufficient stocks of spares in the RSA for scheduled maintenance of the equipment, according to the manufacturer's maintenance schedule.

The service provider shall state the amount and type of spare parts that will be kept in stock for emergency repair purposes.



The service provider shall state what the maximum delivery time will be if spare parts have to be imported.

The service provider shall state in their tender what free services are included in their offers and where these services will be carried out.

The service provider shall be required to supply proof of their technical ability to repair and service the vehicles/equipment offered.

### **DRAWINGS:**

The following drawings shall be submitted with the tender:

General arrangement drawings of the vehicle showing the tenderers proposal and indicating all essential features and dimensions shall be submitted.

Tenderers must also submit photographs, pamphlets and/or illustrations, together with their tender documents of a similar vehicle with mounted equipment as specified.

### **TOOLS:**

Tenderers shall submit a list of special tools if applicable (per covering letter) indicating the more essential tools to be kept on hand and shall quote for these separately.

### **INSPECTION OF VEHICLES AT BODY BUILDERS:**

Provision shall be made for 2 (two) TNPA officials for inspection of the units after the tender has officially been awarded. These inspections shall be carried out as follows:

If unit is imported:

- When the vehicles have been completed at the premises of the vehicle builder.
- Upon delivery of the equipment to be mounted.
- Final inspection prior to delivery.

If the unit is locally manufactured:

- When the chassis arrives at the premises of the vehicle builder.



- Upon delivery of the equipment to be mounted.
- Final inspection prior to delivery.

All of the above shall be for the successful tenderers account.

### **TECHNICAL REQUIREMENTS:**

Please note that all vehicles shall be supplied in accordance with the ROAD TRAFFIC ACT 1996 (ACT 29 OF 1996) and SABS COMPULSORY SPECIFICATIONS applicable to the category vehicles concerned.

### **RESPONSIBILITY OF TENDERER:**

Each tenderer shall provide a detailed description of the apparatus, a list of equipment to be furnished, and other construction and performance details to which the apparatus shall conform. This shall include, but shall not be limited to, estimated mass (weight), wheelbase, turning clearance radius, principal dimensions, transmission, axle ratios, and, if applicable, the rated capacity of the aerial device. The purpose of these specifications shall be to define what the tenderer intends to furnish and deliver to TNPA.

A qualified and responsible representative of the successful tenderer shall instruct personnel specified by TNPA in the operation, care, and maintenance of the fire apparatus and equipment delivered.

### **SPARES:**

The service provider shall maintain a spares department to furnish replacement parts and service. Ample stock of individual components and unit replacements shall be carried for as long a period as demand warrants.

### **TRAINING:**

Comprehensive driver operator training is to be provided by the successful service provider at the premises specified by TNPA. The cost of the training shall be included in the tender price. A minimum of three drivers should be catered for.

## **TECHNICAL SPECIFICATIONS:**

### **1. CHASSIS**

#### **1.1 CARRYING CAPACITY:**

The load ratings of the chassis shall be adequate to carry the mass of the apparatus, fully loaded with water, personnel and miscellaneous equipment as stated

The unequipped personnel mass shall be calculated at 90 kg per person multiplied by the number of seating positions on the apparatus.

A final manufacturer's certification of the load ratings, along with a certification of the gross axle mass ratings, shall be supplied on a stamped or pressed plate affixed to the vehicle.

#### **1.2 CHASSIS:**

A chassis suitable for the fire service shall be supplied. The complete chassis/cab of the apparatus on offer shall be fully homologated for South Africa and the vehicles shall be supplied with a SABS Letter of Authority.

Each chassis shall be sturdy and able to carry the specified loads when moving over rough terrain, with negligible deflection.

The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required.

All lubrication points shall be provided with good quality grease nipples.

Two front and two rear tow hooks/tow eyes shall be attached to the frame structure to allow towing of the apparatus without damage.

The vehicle shall have a ground clearance of no less than 350 mm when fully laden.

The width of the vehicle shall not exceed 2,500 mm.

The height of the vehicle shall not exceed 4,000 mm.



The vehicle offered shall be a 4 x 2 vehicle.

A departure and approach angle of minimum 25° is required.

### **1.3 BUMPER EXTENSION WITH WINCH**

The cab shall be fitted with an extended front bumper of 350mm covered with aluminum tread plate. A 12 Volt electric winch, driven from the vehicle power, with a pulling capability of at least 5000 kg on a single line shall be recessed in the bumper extension. The winch shall be mounted in such a way that no damage is caused to any component of the vehicle when in use. The winch must be controllable from outside the vehicle.

The winch shall carry at least 30m of 10mm cable. The winch motor must be reversible and controllable by a disc brake. The remote control for the winch shall be securely stowed in the cab.

### **1.4 STEERING**

The steering shall be for right hand drive.

Steering shall be hydraulic power assisted and be speed sensitive. The system shall be able to operate mechanically should the hydraulic system fail.

### **1.5 SUSPENSION**

The vehicle offered shall have a Manufacturer's Gross Vehicle Mass (GVM) rating of no less than 13 000 kg.

### **1.6 BRAKES:**

Foot Brake: ABS (anti-block system) drum type dual-circuit pneumatic brakes, acting on front and rear wheels. Special design for Fire Brigades, 10 bar pressure.

Engine Brake: Low noise exhaust brake with permanently open throttle valve.

Parking Brake: Spring loaded and air controlled without linkages, acting on rear wheels.

### **1.7 ENGINE:**

The vehicle offered shall have a power output of no less than 205 kW (280 hp) at 2,300 r/min.



The engine compartment must be easily accessible.

All vehicles with a rated GVM of higher than 10 000kg shall be fitted with an engine governor or electronic fuel control system, which will limit the speed of the engine under all conditions of operations to a maximum governed speed of 110 km/h.

The installation of the engine, transmission, and engine- and transmission-driven accessories (PTOs, etc.) shall meet the engine and transmission manufacturer's installation recommendations for the service intended. The PTO shall be capable of driving the fire pump in combined high and normal pressure mode in line with the vehicle's transmission safety margins as specified by the chassis supplier. Documentary proof of this shall be supplied with the tender.

The engine's cooling system shall be heavy duty and maintain a temperature in the engine at or below the engine manufacturer's maximum temperature rating under all conditions for which the apparatus is designed. The cooling system shall be protected against corrosion by an approved additive to the cooling water.

A six cylinder 4-Stroke intercooler turbocharged diesel engine with direct injection and pressure lubricated is required.

Oil in accordance with API service CH-4/SJ will be used in the engines.

All oil and fuel filters shall be of the replaceable element type.

The engine shall be fitted with a manufacturer's approved large capacity replaceable element air filter. There shall be very little appreciable reduction in engine power due to throttling in air intake. The air intake point shall be situated as such as to ensure the least possible intake of dust and moisture.

## **1.8 TRANSMISSION**

The vehicle shall have a 5 speed automatic transmission gearbox.

## **1.9 CAB ASSEMBLY:**

A four-door all steel factory manufactured cab is required.



Access to the vehicle, for the driver, and the crew shall be unobstructed and as large as possible with wide opening forward hung doors. Access shall be possible with a maximum of two steps.

Each crew riding position shall be provided with a seat and an approved seat belt designed to accommodate a person with and without heavy clothing. Each crew riding position shall be within a fully enclosed personnel area. The crew riding position shall be fitted with a bench seat with four SCBA backrests whereby the crew members are riding in driving direction. The crew riding position shall be compliant to NFPA 1901 standards and must be able to accommodate four (4) SCBA sets.

The cab's side windows shall be manually operated from inside the cab. All glass shall be safety glass.

The cab shall be equipped with sufficient lighting. The lights will be switched on automatically when one of the cab doors are opened as well as be equipped with an override switch when lighting is required by the crew.

The passenger side mirror shall be mounted that ensures that the driver has a clear view when the passengers are in their normal seated positions.

A 50 mm red/amber flashing light/indicator shall be mounted in the cab and shall indicate if a cab or compartment door is open.

The following instrumentation and controls shall be mounted in the vehicle compartment and shall be identified and visible to the driver while seated. Controls and switches that are expected to be operated by the driver while the apparatus is in motion, shall be within reach of the driver:

- Oil pressure indicator or gauge,
- Engine temperature indicator or gauge,
- Fuel level indicator,
- Air pressure gauge, if applicable
- Electric horn,
- Ammeter or light,
- Hazard indicator light,
- Windscreen wipers and windshield washer control,
- Speedometer,
- Outside temperature,
- Hour meter on all vehicles with a PTO,
- Headlights switch,



High beam headlight switch and indicator,  
Master ignition switch,  
Rear view mirrors,  
Turn signal control and indicator lights,

All meters shall be calibrated in metric units in accordance with the "Act on Measuring Units and National Measuring Standards (Act 76 of 1973)".

The following shall be mounted, provided with each vehicle:

Number plate brackets (front and rear),  
Bumpers,  
Mudguards (front and rear),  
Emergency triangles in accordance with the Road Traffic Act, Act 29 of 1996, and,  
Jack, wheel spanner and any specialized tools applicable to the vehicle.

The following additional controls shall be fitted in the cab:

"FIRE PUMP/PTO" Control and warning light  
"LOCKER CLOSED/OPEN" Warning light;  
"LOCKERS LIGHT" Master isolating switch;  
"EMERGENCY LIGHTING SYSTEM" Switch and warning light;  
"SIREN AND PA SYSTEM" Control box with microphone;

The Interior of cab shall be neatly finished with automotive finishing materials. Emphasis must be placed on crew safety, and ease of maintenance.

### **1.10 ROAD ABILITY: PERFORMANCE AND ACCEPTANCE TESTS**

The appliance when fully equipped and loaded shall be capable of the following performance while on dry, paved roads that are in good condition.

The appliance shall be able to attain a true speed of 65 km per hour within 60 seconds from a standing start on a level ground.

The appliance shall be able to attain a minimum top speed of 115 km per hour on a level road.

The appliance shall be capable of being driven off smoothly from rest up a gradient of 1 in 4.

The appliance shall be capable of being driven at a constant speed of 90 km per hour for a distance of 30 km without any portion of the power train or cooling system overheating.



The appliance shall be capable of maintaining, over a distance of at least 1 km, a forward speed of not more than 5 km/h without the engine performance becoming rough or irregular and the engine becoming overheated.

The stability of the appliance shall be such that when stationary and fully laden, it shall not overturn when tilted to either side to an angle of 35 degrees from the vertical.

The service and parking brakes shall be tested to ensure compliance with the requirements of SABS 1051, part 1-VI and complying to the National Road Traffic Act.

The service brake system shall be capable of full recovery within three normal applications after the vehicle has negotiated pooled water to depth of at least 50 mm, over a distance of 50 m and at speeds of at least 60 km/h.

NOTE: These standards are the minimum requirements and it is expected that the performance of the vehicle will exceed them by a significant margin.

The pump must be capable of delivering the guaranteed output of the manufacturer for a minimum period of two (2) hours continuously. During this test the water in the engine cooling system must not require replenishment and the temperatures of the engine lubrication oil and coolant water must not exceed the safety limits specified by the manufacturer.

The primer must be capable of lifting water 3 metres within 8 seconds and 7 metres within 20 seconds.

### **1.11 SERVICEABILITY:**

The apparatus shall be designed so that the entire manufacturer's recommended routine maintenance checks of lubricant and fluid levels can be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools. Apparatus components that interfere with repair or removal of other major components shall be attached with fasteners, such as cap screws and nuts, so that the components can be removed and installed with ordinary hand tools. These components shall not be welded or otherwise permanently secured into place.

Where special tools are required for routine service on any component of the apparatus, such tools shall be provided with the apparatus.

### **1.12 ENVIRONMENTAL CONDITIONS:**

The vehicle will be required to operate continuously in ambient temperature that will range from - 5°C to 40°C - and elevations of up to 1 400 m above sea level.

All components selected for the manufacture of the equipment shall be suitable for operation within the stated temperature range.

The cooling system shall be protected against corrosion by an approved additive to the cooling water.

## **2. APPARATUS BODY SUB-FRAME**

An apparatus body sub frame shall be manufactured to carry the weight of the superstructure and the water tank and shall be mounted according to the chassis supplier's approval. The entire superstructure shall be manufactured using materials that offer the following features:

- Light weight
- Low maintenance
- Corrosion resistant
- High strength

The body shall be fully enclosed and shall provide sufficient storage for equipment. The design of the vehicle shall take into consideration the need to ensure that all equipment, whether loose or fixed, will remain in a secured position during travel.

## **3. LOCKER COMPARTMENTS**

The fire fighting superstructure shall be fitted with six (6) body compartments that must be as low as possible and the layout shall be as follows:

- One compartment behind the crew cab and in front of rear wheels with full height roller shutter doors, one on either side of the unit.
- One smaller compartment above the rear wheels with full height roller shutter doors, one on either side of the vehicle.
- One compartment behind the wheels with full height roller shutter doors, one on either side of the unit.
- One compartment at the rear of the unit will house the rear mounted pump.

All compartments, except the rear, shall be equipped with at least one adjustable shelf that can hold a load of 45 kg. In addition to this all the side compartments shall also be fitted with a



bottom slide out tray to allow easy access to the equipment. Steps, recessed in the body or alternatively foldable steps shall be provided where the storage shelves are too high to reach the equipment.

Access handrails shall be provided at all positions where steps or ladders for climbing are located.

Any enclosed external compartment shall be weather resistant, well ventilated and have provision for drainage of moisture. An aluminum drip rail shall be fitted above each compartment opening.

The interior of each compartment shall be illuminated for night work. Each compartment shall be provided with a minimum of one (1) lamp. The positioning of the lighting shall ensure maximum light distribution within the compartment, and be protected to prevent damage. Users must be able to switch the compartment lights on manually in the cab.

Fold down steps or similar shall be furnished to ensure ease of access to the locker compartments. The design of this shall be cleared by the chief fire officer before commencement of the project.

#### **4. EQUIPMENT MOUNTING:**

The equipment as specified for this type of vehicle shall be mounted with non-corrosive heavy-duty brackets.

Equipment shall be stored in a way that it can easily be mounted and removed without risk or injuries.

The equipment brackets shall be designed so that the equipment remains in position under all vehicle-operating conditions.

The tenderer shall submit a drawing indicating the storage location of each of the specified equipment pieces.

#### **5. ROLLER SHUTTER COMPARTMENT DOORS**

All compartments of the vehicle shall be provided with weather and dust proof anodized aluminum spring-loaded roller shutter doors, which shall be fitted with dual type, heavy-duty, positive locking mechanisms. Two keys shall be supplied with each locker.

The compartment doors shall be fitted in a flush style so that the entire door fits flush against the apparatus body sides. The roller shutter doors shall be fully enclosed within structural members and shall not obstruct the clear door opening.

Dust and water proof light-alloy roller shutters. The dual-skinned design guarantees that the roller shutter can always be opened, also if e.g. a tool has come off its brackets, which normally would block the roller shutter. The profiles are embedded in a special type of plastic material, extremely low on noise, and smooth running. When opening a roller shutter, an automatic switch ensures immediate illumination of the respective locker.

## **6. WATER/FOAM TANK**

A rectangular water tank with a minimum capacity of 3000 ℓ is required. The tank will be manufactured from polyethylene.

Two foam tanks, one with 100 ℓ capacity Class A foam and one with 200 ℓ capacity Class B foam are required. The foam tanks shall be manufactured from heavy-duty polyethylene.

The mounting of the tank shall be so designed as to allow for the removal of the tank with minimal disassembly of compartments or panels. The tank shall be attached to the chassis by stress relieving flexible mountings. The method of mounting must take into account the importance of preventing any forward movement, particularly in the event of an accident. The tank must be constructed and mounted in such a manner as to achieve the lowest possible centre of gravity.

The tank shall be suitably baffled to prevent surge whilst the vehicle is in motion and shall be provided with an antivortex plate over the connection to the pump. An inspection plate large enough to allow for inspection of the entire tank must be provided and an overflow tube of a larger cross section than that of the filling pipe shall be installed. The overflow tube shall be so positioned and baffled to prevent loss of water due to surge and tilting. The overflow tube shall discharge any overflow behind the rear wheels and beneath the chassis.

A suitable tank content gauge must be installed at the pump operator's panel. If a vertical transparent tube is provided as a tank content gauge, such tube is to be extending 100 mm above the tank but not protrude above top decking. An electronic tank content gauge shall also be installed on the pump operator's panel.



Suitable two hydrant filler inlets, with 64,5mm male couplings and female blank couplings, located on either side of the vehicle and provided with 64,5mm butterfly valves.

## **6.1 FOAM PROPORTIONING SYSTEM – Eric to include the specification on how to feed continuous supply from an external source**

An around the pump foam proportioning system must be provided for the purpose of proportioning Class A and B foam concentrates into the suction side of the fire pump. The system must have foam solution capacities of 473-18, 173 l/min @ 0.25 – 1% proportioning rates for Class A and 114 – 14, 198 l/min @ 1 - 6% for Class B foam concentrates. The system must be capable of producing foam solutions at all discharge outlets simultaneously when in operation.

The Foam system shall be controlled from the pump operator's position and must have a system control panel to include the following three controls:

- System on/off control valve
- Flush on/off control valve
- Foam source control switch

The proportioning system shall be capable of proportioning foam concentrate in accordance with the foam concentrate manufacturer's recommendations for the type(s) of foam concentrate(s) used in the system over the system design range of flow and pressures.

The foam system shall be in compliance with the current applicable sections of NFPA 1901.

Manufacturers pre delivery tests, e.g. *Priming device test certification, Vacuum Test according to manufacturer's specifications to be provided.*

## **7. TANK LEVEL GAUGE**

Electronic tank level gauges furnished at the rear side of the tank above the pump operator's panel are required.

## 8. FIRE FIGHTING PUMP – REAR MOUNTED

A dual purpose, multi stage, centrifugal pump complying with the following minimum capacities is required.

4 000 ℓ per minute at 1000 KPa at a lift of 3 meters. The high-pressure capacity of the pump shall be 400 ℓ/min at 4 000 KPa.

The pump shall be fitted with an automatic pressure control device.

The pump shall be driven by the vehicle's main engine through a PTO. The engine and PTO shall provide sufficient horsepower and RPM to enable the pump to meet and exceed the specified performance. The pump must be rear mounted.

The high-pressure pump body shall be of aluminium alloy BS1490 LM25TF and be hard anodized with PTFE impregnation to resist corrosion and erosion. The low-pressure volute shall be of aluminium alloy BS1419 LM25TF.

The pump shall have no more than two impellers and be capable of simultaneous multi-pressure operation.

The pump shall have an internal pressure relief system to ensure that the high pressure cannot exceed 55 Bar regardless of pump speed.

The pump shall include a thermal relief system to ensure that pump water temperature cannot exceed 50°C.

A filter shall be installed before water gets into the pump and shall be easily accessible for cleaning from the suction tube end of the unit.

When high pressure is not required low-pressure water must be automatically available at the high-pressure discharge outlets.

The pump will be fitted an electric single vane rotary primer.

The pump shall have a compatible inlet with a round thread connection and nonferrous conical filter, which shall be removable. The pump will be fitted with four (4) 65 mm instantaneous outlets complete with pressure release lugs. The deliveries shall be provided with blank caps, which must incorporate means for relieving the pressure between the valve, and the cap.



A three way collecting head for connecting to the pump inlet shall be provided, and shall be fitted with 64.5 mm nominal diameter male instantaneous couplings and female blank caps on chains. In addition a round thread female to 65 mm male instantaneous coupling adaptor to be provided.

Four (4) reinforced suction hoses, each at least 2.5 metres long and with an internal diameter to suit the pump shall be provided. The connections shall be of the round thread type compatible with the pump inlet. A metal and basket strainer and four (4) universal type suction wrenches shall be provided. The suction hose to be securely accommodated in racks constructed of extruded aluminium.

## **9. HOSEREELS**

Two corrosion proof electric rewind hose reels with manual override complete with 60 m x 19 mm I.D. high-pressure hose, terminating in a trigger operated high-pressure nozzle shall be supplied. **NB:** Hosereel to be of sufficient size to accommodate 60 m of 19 mm high pressure hose. The nozzle shall be capable of handling pressure up to 45 Bar and shall have a selectable flow rate of 50 – 95 – 150 – 230 l /min. Each nozzle shall be supplied with a removable foam tube to supply foam when utilising the on board foam system/s. The reels shall be fitted in rear lockers one on each side in the lower section of the compartment. The reels shall be coupled to the high-pressure side of the pump through clearly labeled control valves at the pump panel.

All high-pressure hose couplings including the coupling at the flow connection from hosereel to be hermaphrodite high-pressure couplings. Couplings to be secured with suitable clamps rated to withstand a pressure exceeding that of the maximum operating pressure of the high-pressure hose.

The hosereels shall be provided with automatic braking devices to prevent movement of the reel due to surge in the hose line.

Hose reels shall be supplied with an additional 30m extension high pressure hose (I.D 19mm)

## **10. PUMP OPERATORS PANEL**

All gauges and controls for operating the pump shall be installed on a pump operator's panel, which shall be installed at the rear of the vehicle.



The following gauges, controls, valves, and equipment shall be located on or in the vicinity of the panel and these shall be clearly labeled:

- Compound gauge. Large diameter with positive side calibrated in kPa and negative side calibrated in metres water column (lift).
- Pressure gauges. Large diameter calibrated in kPa for main pump and hose reels.
- Accelerator control unit. (Electronic)
- Engine tachometer.
- Engine ammeter.
- Hour meter
- Engine temperature gauge calibrated in °C
- Oil pressure gauge calibrated in kPa.
- Pump compartment lights and switch.
- Water tank level indicator.
- Tank to pump control valve or switch.
- Hose reel control valves.
- Pump inlet and deliveries with shut-off valve and pressure relief valve.
- Power take-off pilot light.
- Tank fills valve controls.

## **11. ROOF/DECK MONITOR**

One compact and light weight electrical remote controlled monitor shall be fitted on the roof of the vehicle. The monitor shall be resistant to saltwater, foam agents, acid and aggressive environments.

The monitor shall be controlled via a joystick, remote control and manually. The joystick shall be a progressive, optical type winch allows for slow movement and very precise positioning. The joystick unit shall communicate via a Canbus cable and protocol.

Roof monitor is designed for both water and foam use. A swivel-out foam barrel allows the foam expansion quality to be greatly enhanced.

Flow rate: 3000 to 8000 l/min at 10-16 bars

Rotation: 360° infinite

Tilting range: - 50° through + 80°

Jet type: Spray or full jet, continuously adjustable

Throw range: water: up to 70 m



## **12. GROUND SWEEP NOZZLES**

Ground sweep nozzles shall be fitted to protect the vehicle.

## **13. PLUMBING**

All rigid piping shall be designed to not cause any obstruction and limit friction and pressure loss to a minimum. The successful tenderer shall ensure that all piping is hot dip galvanized inside and outside.

### **13.1 TANK TO PUMP PLUMBING**

A suction valve shall be furnished from the tank to the pump. This valve shall have a flexible connection and be enclosed in the pump compartment.

Plumbing compatible to external supply for both roof monitor and hose reel.

### **13.2 TANK FILL VIA PUMP FROM OPEN SOURCE**

Provision shall be made for a fill line from the pump to the tank to enable users to fill the tank from the pump via the pressure outlet of the pump. Said fill line shall be ball valve operated.

## **14. FINISH**

### **14.1 SLIP-RESISTANT WALKWAY SURFACE**

All exterior surface areas to be utilized for stepping, standing, and walking shall have an aluminum tread plate slip-resistant finish.

### **14.2 REAR ACCESS**

One rear access ladder shall be provided and mounted on the rear of the apparatus body to provide easy access to the roof of the vehicle. Grab handles will be fitted in all required positions.



### **14.3 RUBRAIL**

A rub rail shall be fitted along the entire length of the rear body, both sides of the vehicle, for protection.

### **15. ELECTRICAL**

A 12/24 Volt electrical system is required. The vehicle shall feature a battery master switch capable of cutting all power to the vehicle. This mechanism shall be within easy reach of the driver.

All batteries shall be of the low maintenance, high-cycle type.

Each vehicle shall be fitted with an alternator capable of maintaining the additional electrical equipment as stated in the requirements. It should be noted that these vehicles could be stationary for long periods of time with the warning and vehicle lights in operation.

All electrical wiring shall conform to a recognized code of practice acceptable to the purchaser. All circuits shall be protected by means of fuses or circuit breakers that can be reset or replaced. All electrical circuits shall be adequately colour-coded, marked and harnessed.

All exposed electrical wiring harnesses shall be supported and attached to body members, along the entire run. At any point where wire or looms must pass through metal, rubber grommets shall be installed to protect the wire from abrasion.

Full and comprehensive wiring diagrams shall be included with the technical manuals.

All switches shall be marked with a label indicating the function of the switch.

An electronic backup alarm shall be provided for self-propelled vehicles with a greater GVWR of 10 tones.

Where batteries cannot be easily reached after building of the bodies on the chassis/cab, the batteries shall be re-mounted on built slide-out battery trays in order to afford easy access to the batteries for maintenance purposes.

#### **15. 1 ELECTRONIC SIREN AND PA SYSTEM**

A three (3) tone siren with Hyper, Yelp and auxiliary tones with a hardwired microphone, PA system and speaker shall be provided and mounted in the cab.

## **15. 2 STEP AND GROUND LIGHTS**

All work areas, steps and walk areas around the fire engine shall be properly illuminated

## **15. 3 ROOF MOUNTED LIGHTING SYSTEM**

An emergency lighting system shall be fitted on the roof of the vehicle. The lighting system shall feature 4 x 500 watt lights, mounted on a robotic arm of approx two meters in length.

The system shall be remote controlled with controls either mounted in the cab or the locker just behind the cab. The light mast shall be electronically controlled using the vehicle power supply. Provision shall be made for the manual override if electronic controls fail. Power to the halogen lights shall be via a generator.

The remote control shall have the following functions:

- Extension of mast
- 360 degree Rotation of the 4 lights
- Switching lights on and off
- Automatic park function of the system

A 4.5kVa generator shall be supplied with the vehicle. The generator shall be mounted in the rear left side locker on a slide out tray.

## **16. EMERGENCY LIGHTING**

The apparatus shall have the following emergency lighting equipment

### **16. 1 LIGHT BAR**

One (1) emergency light bar mounted on chassis cab roof.

### **16. 2 REAR EMERGENCY LIGHTS**

Two (2) red rotating lights shall be mounted on either side of the rear of the body.



### **16.3 REAR**

Two chrome plated deck spotlights shall be furnished.

To give warning of rearward motion, and in addition to the vehicle's reverse lights, the vehicle shall be fitted with an intermittent audible warning device capable of emitting a sound and rear view camera which shall be automatically activated when the reverse gear of the transmission is selected with the engine running.

### **17. PAINTING**

#### **17.1 WHEEL PAINTING**

The exterior faces of the front and rear wheels shall be the standard color from the factory.

#### **17.2 PAINT BODY TO MATCH CHASSIS**

The apparatus body shall be painted Fire Red RAL 3000.

The body exterior shall be free from any mounted components prior to painting.

The vehicle chassis shall be painted black. The following coats of paint shall be applied.

Two coats of primer

One coat of universal primer

Two layers of final coat

#### **17.3 LETTERING AND REFLECTIVE SAFETY STRIPE** (cooperate affairs to be consulted)

White reflective 3M striping shall be fitted to the vehicle. This striping shall be 100mm wide with a 25mm gap on each side of the 100mm stripe and 25mm wide stripe each side of 25mm gap.

The vehicle shall be equipped with reflective trimming as stated in the latest road safety ordinance.

Sign writing to the satisfaction of the chief fire officer shall be fitted each side of the vehicle.

## **18. MISCELLANEOUS**

### **18.1 SIGNS AND LABELS**

All labels shall be in English.

A vehicle data plate shall be fixed in the door of the vehicle.

A pump data plate shall be fixed in the pump compartment.

Instruction plates shall be fitted at all points of note on the superstructure.

Tyre pressure labels shall be placed above all wheels indicating advised tyre pressure.

## **19. LADDER RACK**

A hydraulically operated aluminum ladder rack shall be installed on the offside of the apparatus. This shall permit storage of the ladders above the hose bed, allowing for high side compartments and for easy removal of the ladders at ground level.

An interlock shall be provided that prevents operation of the ladder rack unless the parking brake is set. With vertical or horizontally hinged doors, interlocks shall be installed to prevent raising or lowering of the rack while the high side compartment doors are open.

The centre mount rack shall utilize an air cylinder to lock the rack in the nested position.

The ladder rack shall be controlled from the side pump panel area on the same side as the rack. The outward side of the ladder rack, when in the travel position, shall have a white reflective stripe for increased visibility.

The hydraulic cylinders area of the hydraulic ladder rack shall be covered with an aluminum diamond plate door.

### **19.1 LADDERS**

One (1) x 7.3m two section aluminum extension ladder and one (1) x 4.8m roof ladder shall be fitted to the ladder rack of the vehicle.

## 20. FIRE FIGHTING EQUIPMENT

The following additional firefighting small equipment shall be supplied with the vehicle and shall be securely mounted in the locker compartments and ladder rack. All equipment offered on the tender shall be included in the tender price.

- 5 x Fire fighters rechargeable intrinsically safe torches
- 5 x Self Contained breathing apparatus sets (light composite material)
- 5 x Self Contained Breathing apparatus mask bags
- 5 x Distress signal warning units
- 5 x Spare breathing apparatus cylinders
- 1 x Electronic BA Control Board including 12 Tally Tags
- 1 x Air Bag Arrestor
- 4 x Branch Pipes multi force task (Akron Pistol Type)
- 1 x Cellar Branch Pipe
- 1 x Controlling Dividing Breeching
- 1 x Collecting Breeching
- 1 x 5kg CO<sup>2</sup> Extinguisher (According to revised SABS 1910 standard)
- 2 x 9kg Dry Powder Extinguishers (According to revised SABS 1910 standard) 1
- 1 x 9kg Metal Fire Dry Powder Extinguisher Complete  
with extension pourer
- 1 x Round Thread Standpipe
- 1 x V - Thread
- 1 x Hydrant Key and Bar
- 4 x Fireman axes with insulated handle ± 330 mm long
- 16 x Length 65 mm Duraline Hoses
- 4 x Length 45 mm Duraline Hoses
- 1 x 30 mm Life Line Complete with Safelock Hook in Bag
- 1 x 30 mm Heaving Line in Bag
- 1 x Spare High Pressure hose reel nozzle
- 1 x F225 Foam Inductor Complete with Pickup Tube
- 1 x F225 Branch Pipe
- 2 x 25l AFFF AR Foam
- 1 x 2.5 kVa Generator with Suitable Exhaust Ventilating System
- 2 x Rubber Hose Ramps

- 1 x Ground Water Monitor
- 1 x Abrasive Cutter
- 1 x Chainsaw
- 1 x Jaws-of-Life Spreader Unit
- 1 x Shears Unit
- 1 x Medium Ram
- 1 x Small Ram
- 1 x Petrol Motor – Rescue Unit
- 1 x Set Hydraulic Hose
- 1 x Mini-Cutter
- 1 x Set Aircraft Tips
- 2 x 3 m Chains Complete with Hooks
- 2 x Hooks Complete with Shackles
- 2 x Spare Tips for Shears
- 2 x Spare Tips for Spreader
- 1 x Foot Pump
- 1 x Haligan Tool
- 1x Floating Pump
- 1x First Aid Jump Bag Complete
- 1x Spinal Board with head immobilizer
- 10 x Road Cones
- 4 x Gas Tight Suits (Fully encapsulated suit)
- 4 x Chemical Splash Suits
- 1 x PPV – Positive pressure ventilation (Diesel driven)
- 1 x Short length 65mm duraline fire hose
- 1 x Smoke machine
- 1 x Thermal Image Camera
- 1 x Trapped Person Locator
- 1 x Window Puncher and Seat Belt Cutter
- 1 x Set of vetter air bags
- 1 x Set of body bags
- 1 x Pair of Rubber Gloves
- 1 x full set of abseiling gear including small gear e.g. carribeanos, figure of eight, kernmantle ropes, safety harnesses, abseiling helmets, etc.

## **20.1 SUCTION STRAINER**

Two (2) 100 mm suction hose strainer.

## **20.2 SUCTION HOSE SPANNER**

Four (4) suction hose spanners

## **20.3 HARD SUCTION HOSE**

Four (4) X 2.5 meter suction hoses to fit inlet of the fire fighting pump. Hard suction hoses will be mounted in cradle type brackets on the top deck of the superstructure.

## **20.4 THREE WAY COLLECTING HEAD**

One (1) three way collecting head shall be supplied to fit the suction side of the pump.  
One (1) four inch stortz collecting head.

## **21. PREPARATION FOR DELIVERY:**

Before final inspection, the vehicle shall be fully prepared for delivery. Delivery shall include:

Loose Items:

- i) A checklist shall be prepared identifying all loose items.
- ii) All loose items to be loaded into stowage boxes where applicable.
- iii) All loose items shall be securely stowed in an approved manner.

A Pre-Delivery Service shall be carried out, this shall include:

All grease-points, lubricants and coolants shall be checked and corrected if required.

Checks shall be made to ensure that all cables are secured.

Checks shall be made to ensure that all electrical circuits are operable.

Tires shall be inflated to recommended pressures.

The vehicle shall be cleaned both internally and externally.

Wheel nuts shall be torqued to manufacturer's specifications.



**Recommended:**

A handwritten signature in black ink, appearing to be "M.S. Ndlela", written over a horizontal line.

M.S. Ndlela  
Manager: Business Continuity

06/05/2022  
Date

**Approved:**

A handwritten signature in black ink, appearing to be "L.N. Mbatha", written over a horizontal line.

L.N. Mbatha  
Executive Manager (Acting)

06/05/2022  
Date

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## TECHNICAL SPECIFICATION FOR A 4X4 SKID UNIT

### 1. CHASSIS AND CAB

#### CHASSIS

Drivers Cab:	Two door metal cab with adjustable driver's seat
Engine:	3.2 litre Diesel
Transmission:	6 speed manual with 4 x 4 drive, and electronic shift on the fly Rear diff lock standard
Performance:	147 kW @ 3000 rpm with a torque of 470 Nm @ 1500 rpm
Suspension:	Super spring will be added to accommodate constant load
Steering:	Right Hand Drive
Wheels:	16"7 Alloy Wheels 255/70R16
Brakes:	ABS with EBD and ESP with DSC
Standard Features:	Airbags, Hill Descent Control, Hill Launch Assist, Rollover Mitigation, Adaptive Load Control, Alarm, Immobilizer
Fuel Tank:	80 Litres
GVM:	3200kg
Ground Clearance:	237mm
Towing Capacity Braked:	3350kg

The vehicle shall be fitted with a replacement type bulbar with mounted winch. The bulbar shall have mountings for a winch. A 3500kg winch with at least 30-meter cable shall be mounted on the bulbar. A Tow hitch shall also be fitted on the rear and the front of the vehicle.

## **2. HIGH PRESSURE FIRE FIGHTING PUMP**

The vehicle shall be fitted with a high pressure pump, with the following specifications:

The module shall consist of an engine, Single stage centrifugal pump, with two 20mm discharge's for hose reel attack complete with pistol grip type nozzle (37 -150 lpm flow), a water tank with maximum capacity of 700 litres.

One 65mm BIC discharge c/w Ball valve control as part of discharge on pump.

Suction plumbing from tank to pump and two inlets on tank for water supply from hydrants. An outsource suction of at least 50mm c/w shut off valve to be fitted, with 65mm BIC couplings.

The engine and pump shall be mounted on anti-vibrant silent blocks at the rear of the bakkie. This will be mounted on the retro fitted Aluminium rear locker compartment, locker to be suitably reinforced to hold weight of two hose reels and the pump/engine module.

The pump to have the following performance requirements:

### ENGINE SPECIFICATIONS

- Honda 20hp at 3600 RPM, air cooled engine.
- V-Twin cylinder gasoline engine.
- 12V electric start.
- 6 gallon (22 l) detachable fuel tank. The fuel tank is made from plastic.

### PUMP UNIT SPECIFICATIONS

- Transmission drive single stage centrifugal pump.
- Pump body made from resistant aluminium alloy.
- Bronze impeller.
- Mechanical shaft seal.
- Stainless steel pump shaft.
- All 50 mm piping shall be 316 stainless steel (polished interior and exterior)
- Sieves to be included on the inside of all male couplings
- Belt drive transmission. ( Gear Driven Not acceptable )
- "V" belts to have adequate protection
- Pump to be fitted with low water switch to cut off the engine and prevent the pump from running dry
- Fuel tank refuelling: to be ergonomically designed with safety in mind. Top filling should be avoided to prevent fuel spillage over hot surfaces. Warning and instruction stickers should be placed on the tank for filling information
- Exhaust priming system, guaranteed up to 15' (4.5 meter) lift.
- One 1 1/2" (38 mm) delivery outlet with 1/4-turn ball valve.



- One 2 1/2" (65 mm) suction inlet.
- Dimensions: Length: 21 1/4" (539 mm); Width: 27" (585 mm); Height: 20 7/8" (530 mm). C/w Roll cage and rear pump LED type work light.
- Weight: 175 lbs (80 kg).

#### INCLUDED ACCESSORIES

- 36 watt alternator.
- Low oil alert.
- Pressure gauge.
- 12-V battery.
- 20 Litre Jerry Can for reserve fuel

High pressure pump to comply with the following:

**Flow:** Single stage centrifugal pump capable of delivering 350 l/min @ 11.5 Bar with maximum flow 568 l/min @ 3.5 Bar.

**Intake:** 50 mm Minimum

**Pressure:** Ultra-high pressure Fire Unit, 42L/min @ 100 bars .

**Pump Casing:** High strength aluminium alloy.

**Impeller:** 123.83 mm minimum manufactured from Silicon Bronze balanced and splined to pump shaft.

**Primer:** Exhaust Venturi 508 mm HG.

The two stainless steel axial feed hose-reels with rewind handle and locking device shall be installed with the pump and shall have the following characteristics:

The hose reels shall be supplied with each 19 mm x 50 meter single wire braided rubber hose. This shall be equipped with geka couplings at the ends.

### **3. WATER TANK**

A 700 litre capacity water tank shall be provided. The tank shall be manufactured of non corrosive polypropylene. The position of the tank shall ensure the lowest possible centre of gravity. It shall also be secured to the Load body not so to interfere with the warranty of the chassis manufacturer. Baffles should be included in the tank to prevent instability of the vehicle due to water mass.

A manhole inspection lid of 400mm shall be provided. The manhole can also be used for top filling of the water tank.

### **4. EQUIPMENT COMPARTMENT**

One aluminium equipment compartment shall be fitted at the rear of the load box. The compartment shall be ventilated and enclosed to prevent water entering the compartment.

### **5. ELECTRICAL**

Electrical wiring and cables shall be fastened to the frame or body structure of the apparatus and shall be furnished with protective looms, grommets, and other devices at each point where they pass through body panels or structural members or wherever they lay against a sharp metal edge. Where any through-the-frame connectors are provided, any such connector and/or wiring shall be protected from shearing or tearing.

The body electrical system shall be designed specifically for the apparatus body. All wiring shall run via a clearly marked fuse box indicating the final destination of the wiring.

A touch control 200 watt Dual-siren – PA (memory control) with Hyper, Yelp and auxiliary tones with a hardwired microphone, PA system and speaker shall be provided and mounted inside cab. In addition, the vehicle shall have a reverse warning beep.

The apparatus shall have the following emergency lighting equipment. Lightning shall comply with all aspects of SABS.

One Linear type LED light bar GEN 3 1 watt, 6 LED in a cluster shall be mounted on chassis cab roof. (No holes to be made on roof to secure light bar)

Flasher type LED marker lights consisting of 4 LED Gen 3 1 watt, red, situated two on front of the bumper and two at rear of the load body.



The battery should have the capacity to accommodate all extras (lighting, sirens, winch, etc.) and have a battery isolation switch.

A copy of the electrical drawings shall be provided with the vehicle.

## **6. PAINTING**

The exterior faces of the front and rear wheels shall be standard chassis colour.

The apparatus body shall be painted fire engine red. The colour code or a paint sample shall be supplied to the TNPA Specialist: Fire and IMDG before commencing with the painting of the vehicle.

## **7. LETTERING AND REFLECTIVE SAFETY STRIPE**

White reflective 3M striping shall be fitted to the vehicle. This striping shall fitted each side of the vehicle to the satisfaction of the TNPA Specialist: Fire and IMDG.

## **8. MISCELLANEOUS**

### **8.1 KEYS**

Two (2) sets of keys shall be supplied for the following:

- Ignition
- Cabin doors
- Locker doors

### **8.2 ACCESSORIES**

One (1) each of the following accessories shall be supplied.

- Vehicle hydraulic jack with handle
- Wheel wrench
- Pair of reflective triangles
- 6 x foldable traffic cones (with LED lights)

### **8.3 MANUALS**

The following manuals shall be supplied:

- One (1) x vehicle operators handbook
- One (1) x operation manual
- One (1) x equipment catalogue
- One (1) x electrical drawings

### **9. WARRANTIES**

Tenderers are required to state the guarantee offered on the following:

- Chassis cab - minimum 5 year warrantee
- Equipment - minimum 5 year warrantee
- Pump - minimum 5 year warrantee
- Paint - minimum 5 years warrantee
- Water tanks - shall have a lifetime warrantee

### **10. Maintenance/Service Plan**

A maintenance plan shall be included in the contract. This maintenance plan should cover all the routine maintenance of the vehicle as well as the fire-fighting equipment. The maintenance plan should be for a minimum period of 5 years. The Original Equipment Manufacturer (OEM) of the equipment is to provide recommendations on the maintenance interval for all equipment components. The maintenance should be performed according to the OEM requirements or at least once per annum, whichever is sooner. As a minimum, the vehicle and equipment maintenance is to occur as per the recommendations of SANS 10090: "Community protection against fire".

### **11. EQUIPMENT**

The following equipment must be included:

- 2 x 475 l/min pistol grip nozzles
- 3 x 38mm x 30m rubber fire hoses (Dura-line or similarly approved)
- 3x 65mm x 30m rubber fire hoses (Dura-line or similarly approved)
- 2 x complete sets SCBA
- 2x SCBA spare cylinders
- 1 x hand controlled dividing breeching
- 1 x hand controlled collecting breeching



- 1 x aluminum standpipe
- 1 x Torch (vehicle mounted and rechargeable)
- 1 x set of keys for tamperproof hydrants
- 1 x metal spade
- 2 x grass beaters
- 2 x wheel chocks
- Vehicle mounted multi-channel two way radio TWR with extension speaker/mike at the pump and 2 x portable radios.
- 2 x 9kg DCP extinguishers
- 2 x All Purpose CLASS A & B fire fighting foam, foam must be UL 162 certified and NFPA 11 & 16 compliant, also ICAO Level B approved, and EN 1568-3:2008 approved. Foam will be used for following applications, Class A, B, C, D, and K fires.
- 2 x telescopic 1000+/- watt LED Flood lights with separate switches. Switches shall be ergonomically positioned



**Recommended:**

A handwritten signature in black ink, appearing to be "M.S. Ndlela", written over a horizontal line.

M.S. Ndlela  
Manager: Business Continuity

06/05/2022

Date

**Approved:**

A handwritten signature in black ink, appearing to be "L.N. Mbatha", written over a horizontal line.

L.N. Mbatha  
Executive Manager (Acting)

06/05/2022

Date

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# MOBILE FIRE WATER CARRIER

## 10000 LITRES

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## 1. Scope

This specification details the supply and delivery of a 10000 litre water tanker fire-fighting Water Carrier (Mobile Fire Water Apparatus). The details presented here are to guide the scope for the correct supply and delivery of the Mobile Fire Water Apparatus and equipment needed.

## 2. Reference Documents

The Mobile Fire Water Apparatus to be supplied will need to comply to the following statutory requirements:

- South African National Road Traffic Act.
- NFPA and all relevant EN standards and Codes where applicable.

## 3. Technical Requirements

### 3.1. Operating Conditions

- The Mobile Fire Water Apparatus shall be required to operate on highways, dirt road conditions at moderate to high speeds, service roads, in railway yards over railway track, sleepers and ballast at reasonably low speeds.
- The Mobile Fire Water Apparatus shall be required to operate at the following environmental conditions provided in Table 1.
- The Mobile Fire Water Apparatus shall be required to operate in all weather conditions at night.

**Table 1: Environmental Conditions**

<b>Altitude</b>	<b>From sea level to 1850 m above sea level</b>
Relative Humidity	10 – 90 %
Temperature Ranges	-5 – 45 °C
Atmospheric Conditions	From heavily saline to dry and dusty

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### 3.2. Performance

- The Mobile Fire Water Apparatus offered shall have a Manufacturer's Gross Mobile Fire Water Apparatus Mass (GVM) rating of no less than 27 000 kg.
- All Mobile Fire Water Apparatus with a rated GVM of higher than 10 000 kg shall be fitted with an engine governor or electronic fuel control system, which will limit the speed of the engine under all conditions of operations to a maximum governed speed of 130 km/h.
- A minimum operating range of at least 400 km is required.
- The Mobile Fire Water Apparatus must be able to take-off easily on all grades, both in the forward and reverse directions, at the maximum allowable mass.
- The Mobile Fire Water Apparatus offered shall have a power output of no less than 206 kW and a torque of at least 1050 N m. The engine shall be at least a Euro 3 engine.

### 3.3. Transmission

- The Mobile Fire Water Apparatus shall be fitted with a fully automatic transmission. Manual or semi-automatic transmissions shall not be accepted – No exception.

### 3.4. Capacity

- The Mobile Fire Water Apparatus shall make provision for a total of 6 personnel, 2 seated at the front (Driver included) and a Crew of 4 seated at the back (Fully Kitted).
- The load ratings of the chassis shall be adequate to carry the mass of the apparatus, fully loaded with water, personnel and miscellaneous equipment as stated in section 3.9 Mobile Fire Water Apparatus Chassis.
- The unequipped personnel mass shall be calculated at 90 kg per person multiplied by the number of seating positions on the Mobile Fire Water Apparatus.
- A final manufacturer's certification of the load ratings, along with a certification of the gross axle mass ratings, shall be supplied on a stamped or pressed plate affixed to the Mobile Fire Water Apparatus.

### 3.5. Cab

The Mobile Fire Water Apparatus cab shall include the following:

- Air conditioning unit.
- Power supply unit (12 V) for communication radio's and charging of electronic devices.
- Seats shall have canvas covering.
- Seats shall have integrated headrest and a 3 point SABS approved seatbelt system.
- Driver's seat shall be air-suspended and adjustable to different positions.
- The crew and commander seats shall be provided with integrated brackets for SCBA.

---

### 3.6. Controls

The following controls will be fitted within the cab and ease of reach for the driver and officer:

- Emergency warning system controls
- PTO engagement switch
- Master Locker and ground lights switches
- Main battery isolating switch

### 3.7. Cabin Crew

The Mobile Fire Water Apparatus rear-crew cabin shall include the following:

- Bench seat
- Seat shall have integrated SCBA backrests and a lap-type SABS approved seatbelts
- Windows shall be SABS approved glass
- Windows shall be the roll-down type
- Doors shall hinge forward
- All doors shall be lockable
- Crew seating to have a storage compartment underneath

### 3.8. Body

The floor of the body shall be supplied with an easily repairable, oil and abrasion non-slip finish see section 3.26 Slip Resistant Walkway Service for more details.

- The personnel and equipment compartments shall be weatherproof.
- Mud flaps or mudguards shall be fitted to the body (Black linear low-density polyethylene (or similar) mud flaps shall be installed on the rear body wheel wells and on the front directly behind the wheels)
- Suitable protection shall be provided near the exhaust system where any access may be required.
- A skid plate shall be provided onto the underside to protect the transmission from damage when driving off-road
- Under the Mobile Fire Water Apparatus, protection nozzles shall be fitted at a low level to spray water onto the inside of the tyres and to generally protect the underside of the Mobile Fire Water Apparatus from ground fires.
- Four ground sweep nozzles shall be mounted on the front of the truck and shall discharge water. The ground sweeps shall have a fan pattern width of 3.6 m and a range of 9 m ahead of the Mobile Fire Water Apparatus. A cab-mounted valve shall actuate the nozzles.

- 
- The nozzles shall be mounted under the Mobile Fire Water Apparatus. The nozzles shall be located to protect the underside of the Mobile Fire Water Apparatus from ground fire able to extinguish periphery (sides) up to 2m..
  - All gauges must be calibrated in metric units.
  - All measurements shall be in metric units.

### 3.9 Mobile Fire Water Apparatus Chassis

- A chassis suitable for the fire service shall be supplied. The complete chassis/cab of the apparatus on offer shall be fully homologated for South Africa and the Mobile Fire Water Apparatus shall be supplied with a SABS Letter of Authority. **Only if vehicle is imported**
- Each chassis shall be sturdy and able to carry the specified loads when moving over rough terrain, with negligible deflection.
- The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required.
- The wheelbase of the Mobile Fire Water Apparatus shall be as short as possible.
- All lubrication points shall be provided with good quality grease nipples.
- Two front and two rear tow hooks/tow eyes shall be attached to the frame structure to allow towing of the apparatus without damage.
- The width of the Mobile Fire Water Apparatus shall not exceed 2,500 mm.
- The height of the Mobile Fire Water Apparatus shall not exceed 4,000 mm inclusive of the Roof/ Deck Monitor
- The Mobile Fire Water Apparatus offered shall be a 6x6 Mobile Fire Water Apparatus.

### 3.10 Apparatus Subframe Body

An apparatus body subframe shall be manufactured to carry the weight of the superstructure and the water tank and shall be mounted according to the chassis supplier's approval. The entire superstructure shall be manufactured using materials that offer the following features:

- Lightweight
- Low maintenance
- Corrosion resistant
- High strength

The body shall be fully enclosed and shall provide sufficient storage for equipment. The design of the Mobile Fire Water Apparatus shall take into consideration the need to ensure that all equipment, whether loose or fixed, will remain in a secured position during travel.

---

### 3.11 Lockers

The following lockers shall be provided:

- One locker each side behind the crew cabin with full height roller shutter doors.
- One locker each side of the water tank.
- Tank water Dump Valve with a 100 mm Pipe and Outlet (Stortz) located on the Right side of the Mobile Fire Water Apparatus.
- One rear pump bay locker.
- At each locker, there shall be a fold-down step to allow the crew to have easy reach to the locker.
- The lockers shall be illuminated with LED strip illumination.
- Aluminium drip rails shall be fitted above each locker compartment

### 3.12 Roller Shutter Compartment Doors

Roller shutter compartment doors shall include the following:

- The roller shutter doors shall be fully enclosed within structural members and shall not obstruct the clear door opening.
- All compartment doors shall be provided with hollow core weather stripping to provide a weather tight seal at the door opening and to prevent road spray and debris from entering the compartment.

### 3.13 Water and Foam Tank

- The Water tank shall be of a specific configuration and shall be designed to be completely independent of the body and compartments.
- The tank shall be mounted along the centre of the chassis frame rail on cushioned mountings.
- The side wall of the water tank is also the side wall of the Mobile Fire Water Apparatus.
- Transverse and longitudinal baffles are fitted to minimize surge protection during travel. The capacity of the booster tank and foam tanks will be 10000 litres.
- The water and foam tanks are constructed of GRP and carry a lifetime warranty.
- The foam tank sump (38 mm drain valve) is at the bottom and used as a combination for clean out and tank drain.
- An anti-swirl plate is to be located above the sump of the water and foam tank.
- Manhole covers are furnished with the main lid breather to release any build-up of pressure in the water/foam tank.
- Foam tank to be rust proof
- An overflow dome is to be fitted for hydrant filling.

### 3.14. Tank level gauge

- Water and foam tank levels are to be installed and indicated on the Mobile Fire Water Apparatus management system

### 3.15. Equipment Compartment

- The equipment compartment shall make provision for securing all equipment. The list of tools is provided in section 3.33 – 3.35 Mobile Fire Water Apparatus Tools.
- The equipment compartment shall have doors which are lockable.

### 3.16. Rear-Mounted Fire-Fighting Pump

- The rear mounted pump shall be a dual stage centrifugal pump and will be driven via a balanced propeller shaft via the transmission PTO
- The Mobile Fire Water Apparatus **Tools** shall be designed to Pump and Roll.
- The pump shall be a centrifugal pump dual stage types, rugged, designed for dirty water, safe to operate and require very low maintenance.

### 3.17. Pump performance data

The specifications for the performance of the pump is listed in Table 2.

**Table 2 Pump Performance**

PERFORMANCE	OUTPUT
Low pressure	3000 L/min at 10bar
High pressure	300 L/min at 40bar
Low-pressure Max	4200 L/min

### 3.17 Suction Lift

- 3 m and up to 7.5 m.

### 3.18 Location

- The pump will be securely mounted at the rear side of the appliance in an enclosed pump bay that opens by means of a roller shutter door.

### 3.19 Pump discharges

- Four 65mm BS outlets with blank caps with 2 mm centre hole.

- 
- Two High-Pressure outlets to hose reels.
  - One discharge to roof / deck monitor.

### 3.20 Pump Intake

- One 5 ½" PN16 RT suction inlet, with blank cap and chain.

### 3.21 Pump Panel

A pump operator's panel will be fitted directly above the pump in the pump bay area. The pump panel shall include the following features:

- Pump compound pressure gauge.
- Pump high-pressure gauge.
- Warning light for PTO engaged.
- Engine and pump revolution control.
- Electric tank level indicators for water and foam.
- Discharge pressure gauge.
- Pump compartment light switch.
- Hose reel control valves.
- Pump hour meter.
- Fuel Gauge
- Engine temperature gauge/sensors

### 3.22 First Aid High-Pressure Hose Reels

- Two high-pressure electric rewind hose reels will be fitted one on each side of the Mobile Fire Water Apparatus.
- The reel will be furnished with standard 30m x 25mm diameter High-Pressure hose and with a high-pressure select flow fog gun c/w foam attachment, secured next to hose reel within the bracket.

### 3.23 Roof / Deck

- The deck shall be designed to house at least 6 x 100mm x 30m Fire Hoses (Lay- Flat)
- The deck shall be designed to house the extension ladder mounted on the motorised hydraulic Hoist system
- Provision to store securely 2 x 100mm Hard Suction Hoses
- **Deck Mounted Monitor**
  - One discharge to roof monitor with below requirements:

- 
- Dual Handle Wheel Operation Monitor shall be installed
  - Hand wheel is driven by fully enclosed, stainless steel worm gears to withstand heavy vertical protected against the elements, for reliable operation Compact, low-profile design
  - Full 76mm waterway for flow up to 4732 L/Min
  - Full 360 degree horizontal rotation with positive twist and 140 degree vertical rotation – 70 degree above and below (180 KPa at 4732 L/Min / 124Kpa at 3785 L/Min pressure loss)

### **3.24 Plumbing**

- All plumbing will be stainless steel and rigid piping is designed not to cause any obstruction and limit friction and loss of pressure to a minimum.

#### **3.24.1 Tank to Pump Plumbing**

- A tank to pump valve is furnished, complete with a flexible connection and enclosed in the pump compartment.

#### **3.24.2 Tank Fill from Hydrant**

- A 65 mm fill line from the side of the tank shall be furnished so the tank can be filled from a hydrant. Ball valve operated.
- The fill inlet shall be plumbed to the left side of the Mobile Fire Water Apparatus.

### **3.25 Hard Suction Hose Trays**

- Two 3 m hard suction hoses shall be properly mounted and secured in an aluminium bracket.
- The bracket will be fitted on the roof on the near side of the Mobile Fire Water Apparatus.

### **3.26 Slip Resistant Walkway Service**

- All exterior surfaces designated as stepping, standing, and walking areas shall have an aluminium tread plate slip-resistant finish.

### **3.27 Rear Access**

- One access ladder shall be mounted at the rear of the Mobile Fire Water Apparatus to provide easy of access to the roof. Grab handles shall be fitted where applicable.

### **3.28 Rub Rail**

- Rub railing shall be fitted along both sides of the Mobile Fire Water Apparatus body, the inside of the rub rail shall feature three amber warning lights on each side of the Mobile Fire Water Apparatus.
- The interior of the rub rail will be fitted with yellow reflective 3M tape.

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### 3.29 Electrical

- The Mobile Fire Water Apparatus electrical system is 24 volts.
- The Mobile Fire Water Apparatus shall be fitted with a battery isolator switch
- The body wiring system shall consist of a pre made electrical harness which is made up according to SANS regulations and is clearly marked.
- All wiring terminates in a separate junction box that shall be clearly marked and has separate fuses and circuit breakers
- All lighting on the Mobile Fire Water Apparatus conforms to SABS and the National Road Traffic Act, and shall be homologated (Approved) as such.
- An audible reverse alarm is standard.
- Electrical wiring and cables are fastened to the frame or body structure of the apparatus and shall be furnished with protective looms, grommets, and other devices at each point where they pass through body panels or structural members or wherever they lay against a sharp metal edge.
- Where any through-the-frame connectors are provided, any such connector and/or wiring are protected from shearing or tearing.
- The body electrical system shall be designed specifically for the apparatus body

#### 3.29.1 Electronic Siren and PA System

- The siren will be a 100-watt siren system with Hi-Lo, Yelp, Wail and Phazer tone complete with built in public address system.

#### 3.29.2 Step and Ground Lights

- Sufficient lights shall be provided to illuminate the area around the Mobile Fire Water Apparatus.
- Step and ground lights shall be fitted.
- Ground lights each side shall be LED lights and angled downwards and fitted in Rub Rail.
- Ground lights at the rear shall be Rigid and be angled downwards and fitted under Mobile Fire Water Apparatus.
- 2 x Step lights recessed one on each side of the cab step.

#### 3.29.3 Light Cluster

- The lighting shall be provided by an LED Lunar light type with independent light segments of 72 degrees of light.
- The LED light shall have LED efficacy of 218 lumens per watt and a total LED efficacy of at least 372 000 lumens.
- A minimum LED light output of 1700Watts is required.

- 
- The daylight colour temperature shall be 6000 degrees Kelvin.
  - A minimum life requirement of 50 000 hours is required from the LED Lunar light.
  - The lunar light shall be able to provide a 360 degree of even and uniform lighting, with a coverage of minimum area of 9000 square meters at a height of 4 meters above ground.
  - The lunar light must come with a suitable heavy duty impact resistant casing for transportation and storage.

#### **3.29.4 Masts Structure**

- Mast structure shall be telescopic with firm stowage of the mast in the lowered state, to facilitate safe transport must be devised and implemented complete with a robust dust cover to protect luminaires from up flung stones.
- The mast shall be of a tubular aluminium construction, manually adjustable to at least 5 m and of efficient design, or of the hydraulically raised type.
- The following shall apply should the mast required be of the hydraulically raised type.
- The hydraulic pump is to be fitted in the oil tank to form a self-contained unit complete with hand operated control for mast raising, lowering and lock.
- The mast is to be pedestal mounted and clamped to the steel chassis support for stability in high winds.
- The mast with the light cluster shall expand to a height of not less than 5 meter.
- The mast shall have a cable collector tube to retain the cable feeding the light cluster.

#### **3.29.5 Emergency Lighting**

The Mobile Fire Water Apparatus shall have the following emergency lighting equipment:

- A 24 volt led light bar.
- 1200 mm in length.
- Red with 4 X 6 LED D-Fuser corner light heads and 4 X 3 LED forward facing light heads.
- 1 x 100W Integrated Speaker

#### **3.29.6 Rear emergency lights**

- Four Red Flashers shall be mounted on either side of the rear of the body.

#### **3.29.7 Flashers**

- Two Red LED lights shall be mounted on each side of the Mobile Fire Water Apparatus body upper level (Castle Corner) – Four in Total
- One Red LED light will be fitted in the rub rail in the centre of the Mobile Fire Water Apparatus lower level

- 
- Two Red LED lights shall be mounted on the front of the Mobile Fire Water Apparatus

### 3.30 Painting

- The exterior faces of the front and rear wheels are standard chassis colour.
- The apparatus shall be painted fire engine red.

The following coats of paint will be applied:

- Two coats of primer
- One coat of universal primer
- Two layers of final coat

### 3.31 Lettering and Reflective Stripe

- White reflective 3M striping shall be fitted to the Mobile Fire Water Apparatus sides and cabin. Provision is made for wording as per Client instructions. The official logo of TRANSNET shall be used.

### 3.32 Ladder bracket

- An automatic – hydraulic operated gantry shall be fitted on the roof of the Mobile Fire Water Apparatus. This will allow the ladders to be stowed which is mentioned in the equipment list.
- Operators shall be able to remove the ladder from the ground.

### 3.33 Fire Fighting Equipment

The following Fire Fighting equipment shall be supplied with the Mobile Fire Water Apparatus and shall be securely mounted in the locker compartments and ladder gantry. Table 3 lists the equipment and the quantity needed.

**Table 3 Fire-Fighting Equipment**

<b>EQUIPMENT</b>	<b>QUANTITY</b>
Metal Suction strainer	1
Suction wrenches	2
Hard suction hose 3m x 100mm	2
Three way collecting head( 65mm to 100mm)	1
Two section extension ladder - 7.3m	1
Roof/Hook Ladder	1
SCBA sets c/w composite cylinder	4
Spare Composite SCBA cylinders	4

### 3.34 Water Supply

Table 4 lists the necessary equipment and quantity related to the supply of water from the tank.

**Table 4 Water Supply Equipment**

<b>EQUIPMENT</b>	<b>QUANTITY</b>
Pistol Grip Nozzles (65mm Instantaneous Coupling)	4
Controlled Dividing Breeching (65mm)	1
Collecting Breeching (65mm)	1
65mm x 30m Rubber Fire-fighting hoses	6
38mm x 30m Rubber Fire-fighting hoses	4
100mm x 30m Rubber Fire-fighting hoses( Lay Flat)	12
Hydrant Standpipe c/w key and bar	2
Cross Type Hydrant Key	1
65mm hose ramp set	1(set)
100mm hose ramp set	1 (Set)
Low Expansion Foam Branch	1
(1% - 6%) Adjustable Inline inductor and Pick up tube	2
Medium Expansion Foam Branch	1
Portable Water Dam 9000 m <sup>3</sup>	1
Petrol Motorised PPV	1

### 3.35 Hand Tools

Table 5 illustrates the required hand tools and the quantity.

**Table 5 List of Required Hand Tools**

<b>EQUIPMENT</b>	<b>QUANTITY</b>
Toolbox c/w tools	1
Felling Axe	1
Halligan Tool	1
Pick Headed Axe	1
450 mm Bolt Cutter	2
900 mm Bolt Cutter	1
Large crowbar	1

Small crowbar	1
Spade	2
Garden Fork	2
9 kg DCP Extinguisher	1
CO <sup>2</sup> Extinguisher	1
Road cones	20
Step Chocks set	1
Motorized Carborundum Cutter c/w Fire and Rescue Blade	1
Chainsaw	1
Come- Along	1 set
65mm (Instantaneous Male Coupling) to 100mm (Stortz) Goose Neck Adaptor	1
100mm x 30m Rubber Fire-fighting hoses( Lay – Flat) c/w Stortz Coupling	6
6 Way Controlled Manifold (2 x 100mm * 4 x 65mm)	1
Un-Manned Oscillating Monitors ( min 5200L/Min)	2

### 3.36 Miscellaneous

#### 3.36.1 Keys

All keys related to the Mobile Fire Water Apparatus shall be supplied:

- Ignition
- Cabin Doors
- Locker Doors

#### 3.36.2 Signs and labels

- All labels shall be in English.
- A Mobile Fire Water Apparatus data plate shall be fitted in the door of the Mobile Fire Water Apparatus.
- A pump data plate shall be fitted in the pump compartment.
- Tyre pressure labels shall be placed above all wheels indicating tyre pressure.

#### 3.36.3 Mobile Fire Water Apparatus Tools

The Mobile Fire Water Apparatus tools shall be supplied:

- 
- Mobile Fire Water Apparatus jack with handle.
  - Wheel wrench.
  - Reflective Triangles.
  - Tool roll.

### **3.36.4 Mobile Fire Water Apparatus Accessories**

The following accessories shall be supplied and fitted with each Mobile Fire Water Apparatus:

- Belly or skid plates on the Mobile Fire Water Apparatus undercarriage.
- Heavy-duty bull bar shall be fitted to the front of the Mobile Fire Water Apparatus.
- Electric reversible winch with remote control will be fitted inside the bumper. The winch shall have a 30 m x 20 mm cable or higher capable to pull the fully loaded vehicle.
- Rear tow hitch for breakdown purposes. The tow hitch shall be pin type and have a pin diameter of 25 mm. The tow hitch shall be mounted on the longitudinal centre line of the Mobile Fire Water Apparatus, approximately 600 mm above ground level.
- Rotating amber emergency light, to be located on the roof of the cap. The light shall be detachable, to allow driver to remove it when required.
- A spare wheel of the same size as the wheels is required. The spare wheel shall be securely fitted, lockable and readily accessible.
- Battery box and fuel tanks shall be lockable.
- Suitable step and grab handles for ease of access at the rear end of the tank.
- All the tanks and all fittings shall be manufactured from corrosion resistant material.

### **3.36.5 Mobile Fire Water Apparatus Dimensions**

- The width of the Mobile Fire Water Apparatus shall not exceed 2,500 mm.
- The height of the Mobile Fire Water Apparatus shall not exceed 4,000 mm.
- The Mobile Fire Water Apparatus shall comply with Road Traffic Legislation.
- The ground clearance, approach, departure and hump angles shall be such to avoid damage to the Mobile Fire Water Apparatus, body and any other attachments when operated.

## **4. Documentation**

The supplier shall submit Operator's Manual and technical specifications for the Mobile Fire Water Apparatus and all sub-components supplied and fitted. The supplier shall submit the following documentation with each Mobile Fire Water Apparatus:

- Commissioning certificate.
- Valid load test certificate.

- 
- Valid test certificates for attachments.
  - The Supplier is to undertake to Register the Mobile Fire Water Apparatus with the Authorities as an Emergency Vehicle

#### 4.1 Manuals

The successful tenderer shall supply each Mobile Fire Water Apparatus with manuals as well as the accompanying equipment. The following shall be applicable:

- One (1) Operators Manual Only
- Individual Mobile Fire Water Apparatus Service Book
- One (1) Maintenance Manual Only.

#### 5. Warranty

Tenderers shall submit full details of their warranty commitments on the Mobile Fire Water Apparatus as well as all new equipment. Tenderers shall also undertake to ensure that satisfactory after sales service and maintenance support is provided.

The warranty period shall commence from the official date in service applicable to the Mobile Fire Water Apparatus and the minimum warrantee shall be followed as illustrated in Table 6.

**Table 6 Warranty Period**

<b>Requirements</b>	<b>Period</b>
Chassis	Supplier OEM
Fire Body	3 Years
Paint	3 Years
Plumbing	3 Years
Pump	3 Years
Water and Foam Tanks	Lifetime, Greater than 10 years

#### 6. Spare Parts

- The Supplier is to undertake to carry replacement parts for a minimum of 10 (ten) years on all their products delivered.
- Standard spare parts are immediately available and specialized spare parts are available at an ex-indent basis, with an approximate delivery of one to two weeks depending on availability of stock at suppliers.

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## 7. Training

Provision has been made for on-site training on the operation of all products supplied under this specification. Training shall be provided by the successful supplier and shall consist of the following aspects:

- Driver and operator training
- Firefighter safety
- Operating instructions of Mobile Fire Water Apparatus, Components and Equipment
- Pump operations and techniques
- Basic Mobile Fire Water Apparatus Care and Preventative Maintenance

Training to be done by personnel experienced in the emergency services and a training certificate must be issued to every person after the successful completion of the training.

## 8. Mobile Fire Water Apparatus Inspections

Provision shall be made for an inspection on the completed Mobile Fire Water Apparatus at the manufacturing plant of the successful tenderer(s). If the successful tenderer requires any additional inspections, it must be clearly indicated in the tender documents. All of the above shall be for the account of the successful tenderer.

### Recommended:



\_\_\_\_\_  
M.S. Ndlela  
Manager: Business Continuity

29/04/2022  
Date

### Approved:



\_\_\_\_\_  
L.N. Mbatha  
Executive Manager (Acting)

29/04/2022  
Date



# **INDUSTRIAL FOAM FIRE FIGHTING PUMPER**

**Built on a**

**Mercedes Benz 1828  
P/60 4X2**



*Specification for Port of Durban*



## **SPECIFICATIONS:**

### **Mercedes Benz 1828 P/60 CHASSIS FIRE APPLICATION**

#### **CHASSIS**

The commercial chassis will be a Mercedes Benz 1828 P/60, supplied with the following specifications:

#### **ENGINE**

- Model: Mercedes-Benz OM 906 LA with Telligent engine management system
- Type: 4-stroke, intercooled turbocharged diesel
- Number of Cylinders: Six (6) in-line
- Number of Valves: 3 per cylinder
- Compression Ratio: 17.75:1
- Firing Order: 1-5-3-6-2-4
- Bore and Stroke: 102 mm x 130 mm
- Total displacement: 6 370 cm<sup>3</sup>
- Horsepower: 280
- Kilowatt 205
- Peak Torque: 1100 at 1200 rpm
- Governed rpm: 1600
- Injection system: Single unit pump with solenoid valve controlled injection.
- Lube Oil Cooler
- Lube Oil Filter: Full flow
- Air Cleaner: Enlarged paper element air filter

#### **ENGINE WARRANTY**

The engine will come with a standard O.E.M. warranty provided by the engine manufacturer.

#### **WHEELBASE**

The wheelbase of the vehicle will be approximately 6000mm.

#### **GVW RATING**

The gross vehicle weight rating will be approximately 18 ton.

#### **FRONT SUSPENSION**

Parabolic springs  
Shock Absorbers



## **FRONT AXLE**

The front drive axle will be a Mercedes-Benz VL4/51DC-7.5, with a ground rating capacity of 7.5 ton.

## **REAR AXLE**

The single reduction rear axle will be a Mercedes-Benz HL6, with a ground rating capacity of 11.5 ton.

The brakes will be Dual-circuit air brake with ABS/ALB and disc brakes all round.

## **REAR AXLE RATIO**

The ratio of the rear axle will be 4.300 :1

## **REAR SUSPENSION**

The rear suspension will be Parabolic springs with auxiliary springs.

## **BRAKES**

Service: Dual-circuit air brake with ABS/ALB and disc brakes all round.

Parking: Spring-brake cylinder acting on rear axle.

Auxiliary: Engine brake with decompression valve.

Compressed-air drier: Single Chamber.

## **FUEL TANK**

A 210 litre fuel tank mounted at the right-hand side in front of rear axle.

## **TRANSMISSION**

Model: Mercedes Benz G131-9/14.54, 9 speed synchromesh.

## **TRANSMISSION WARRANTY**

The transmission shall have a standard O.E.M. warranty covering 100% parts and labour.

## **STEERING**

Model: Mercedes-Benz LS 8

Type: Power steering; recirculating ball

Steering reduction (variable ratio): 19,3 – 23,0 : 1



## **ELECTRICAL SYSTEM / ELECTRONICS**

System voltage: 24V

Batteries – No. x capacity: 2 x 12 V/165 Ah

Starter motor: Bosch, 4kW/24 V

Alternator: Bosch, 28 V/80 A

Body CAN (PSM) Interface: Yes.

## **Wheels**

Rims: Drop centre rims 9.00x22.5

Tyres front: 315/80R22.5

Tyres rear: 315/80R22.5

## **MUD FLAPS**

Mud flaps with a Marcé logo will be installed behind the front and rear wheels.

## **CAB**

Type: Standard day cab with 180mm extension

Features

- All steel cab with rigid structure
- 4-point cab suspension with hydraulic tilting (tilt angle 67°)
- Windows in rear panel
- Door opens 90° for easy access
- Three access steps into cab
- Adjustable steering wheel (rake and inclination)
- Powerful heating and ventilation system with individual control
- Interior sun visors
- Air sprung driver's seat and static co-driver's seat
- Head restraints and automatic 3-point seat belts
- Steel bumper with swivel step.

## **STEP LIGHTS**

There will be two (2) clear LED step lights provided. There will be one (1) light per doorstep.

The lights will be activated when the adjacent door is opened.

## **CAB INSTRUMENTS**

- Speedometer with mileage odometer
- Engine Tachometer
- Engine Temperature Gauge and Warning Buzzer
- Voltmeter: Low voltage red warning light and audible alarm
- Engine Oil Pressure Gauge and Warning Buzzer

Revised by Jan Joubert - August 2010



- Engine Hour meter
- Transmission temperature gauge
- Ignition Switch: Key Type
- Warning light switches
- PA and siren system controls
- Warning light switches
- Windshield wiper and washer controls
- Road light switches
- Turn signal and emergency flasher controls
- Heater and defroster controls
- Park brake control and light
- Transmission shift control
- ABS brake indicator lights
- Engine brake switch
- Fuel Level Gauge
- Air Brake Pressure Gauge
- Air Restriction Indicator
- Circuit Breakers: For overload protection of electric circuits
- PTO switch and light
- Electric road horn

#### **EXTERIOR LIGHTING**

Front headlights will be halogen type and comply with SABS requirements.  
Five (5) clearance/marker lights will be installed across the leading edge of the cab.

#### **SWITCHES CONTROLS AND INSTRUMENTS**

Standard factory fitted instrumentation and switches will be fitted in the cab.  
The following fire fighting controls shall be installed and positioned in the cab in easy reach of the driver

- Bar light switch
- Warning device switch
- Master locker lights on switch

#### **ELECTRICAL SYSTEM & WARNING DEVICES**

The electrical system will be a 24 volt system and have a battery master switch fitted. An alternator with a capacity of 80A will be fitted. Two (2) x 115Ah batteries will be placed in an unobstructed position on the chassis.

Vehicle lighting will comply with SABS 1046 and 1376 and will be the norm and standard of the International chassis.



The following additional lights shall be provided:

Two reverse lamps shall be fitted at the rear of the body  
Two rear deck lights will be mounted on top of the superstructure at the rear, above the open rear deck.

All equipment compartments are provided with at least one (1) clear compartment light mounted to top of the compartment.

The illumination of the unit will be sufficient to illuminate the complete compartment and shall be protected against accidental damage by equipment. Compartment lights switch on automatically when the locker door is opened and also manually in the cab.

In addition to the above the following will be installed:

Rectangular shaped amber colour marker lights are installed on either side, recessed in rub rail.

Two red LED lights are installed in the following positions:

- Front
- Both Sides

Sufficient lighting is supplied for illuminating work areas, steps, walkways and ground areas around the apparatus. Lighting in areas under the cab doors activate automatically when exit doors are opened.

Electrical wiring and cables are fastened to the frame or body structure of the apparatus and are furnished with protective looms, grommets, and other devices at each point where they pass through body panels or structural members or wherever they lay against a sharp metal edge.

Where any through-the-frame connectors are provided, any such connector and/or wiring are protected from shearing or tearing.

A 100 Watt solid state siren with Hyper, Yelp and auxiliary tones, including air horn with a hardwired microphone, PA system, and 100 Watt speaker is provided.

The controls shall be mounted in the cab.

The body 24-Volt electrical system is designed specifically for the apparatus body. All wiring will run via a clearly marked fuse box indicating the final destination of the wiring.

One (1) Uniontech LED roof light bar shall be fitted.

A master switch that disconnects the batteries from the vehicle electrical system when stationary will be provided.

## FIRE FIGHTING SYSTEM

The vehicle is not fitted with a Fire Pump and makes use of hydrants to supply the water at the required pressure to all the vehicle systems.

## FOAM DOSING SYSTEMS

Two foam systems are provided as follows:

- The vehicle is fitted with a FireDos foam induction system for supplying foam to the rear mounted foam manifold and is mounted on an open deck at the rear of the vehicle. Foam concentrations of 0%, 3% or 6% can be selected. A non return valve is fitted between the tank and proportioning system.



- The vehicle is fitted with a 6 000 liter per minute Volkan Manual Monitor which is a dual hand wheel controlled monitor suited for large flow needs in fixed site installations. The monitor is plumbed directly from the water inlets and draws foam from the foam tank via an inductor. The self inducing monitor is mounted on top of the superstructure.



## **PLUMBING**

All rigid piping is designed not to cause any obstruction and limit friction and loss of pressure to a minimum. All piping to be hot dip galvanized inside and outside.

### **Inlets:**

4 x 100mm Storz inlets (two on each side) with shut off valve and 4 x 65mm (two on each side) individually valved inlets, fitted with BIC couplings are plumbed to feed water to all the systems.

### **Discharges:**

- Four 65mm discharge outlets on a manifold for foam supply.
- Four 100mm discharge outlets on a manifold for water supply
- One deck mounted monitor.

## **GAUGES**

A pressure gauge is supplied on the main water supply pipe to indicate the inlet pressure to the different systems.

## **FOAM TANK**

The foam tank is of a specific configuration and is so designed to be completely independent of the body and compartments. All joints and seams shall be tested for maximum strength and integrity.

The tank is baffled to ensure surge protection during travel. The foam tank shall be of the wet side design.

The capacity of the foam tank is 8 000 litres. The foam tank is constructed of GRP and carries a lifetime warranty.

A sump (50mm drain valve) is at the bottom and used as a combination for clean out and tank drain. An anti-swirl plate is located above the sump.

A manhole cover is furnished with a lid breather to release any build up of pressure in the foam tank. An overflow dome is fitted.

As required by specification no water tank is offered

## **COMPARTMENTATION**

Two storage compartments are supplied in front of the foam tank. Fully imported roller shutter compartment doors are fitted to the compartments. Two smaller compartments are supplied in front of the rear wheels, with hinged doors.



All compartment doors are fitted so that the entire door fits flush against the apparatus body sides. The roller shutter doors are fully enclosed within structural members and shall not obstruct the clear door opening.

All compartment doors are provided with hollow core weather stripping to provide a weather tight seal at the door opening and to prevent road spray and debris from entering the compartment. All roller doors are fully lockable.

### **ACCESS LADDERS**

A stainless steel access ladder is provided at the platform in front of the foam tank to provide access to the roof.



A small foldable ladder is fitted at the rear of the vehicle to provide access to the open rear deck.

### **PAINTING AND FINISHING**

The exterior faces of the front and rear wheels as well as the chassis frame rail are standard chassis colour. The cab and apparatus body is painted fire engine red.

In addition to the compulsory yellow reflective stripe, a 100mm wide white reflective stripe is affixed to each side of the vehicle.

The vehicle is treated with a rust protection bitumen base coating. All bolts and nuts to be used are stainless steel.

## **EQUIPMENT**

The following equipment is supplied with the vehicle:

4 x Inline Inductors  
4 x F900 Foam Branches  
2 x Select-o-matic Branches  
5,000 liter of Alcoseal 3-6 Foam  
8 x Duraline Hoses 100mm x 30m c/w 133LD Stortz couplings  
4 x 100mm Stortz Coupling spanners  
6 x Duraline hoses 63mm x 30m c/w L/A d/r couplings  
6 x Duraline hoses 38mm x 30m c/w L/A d/r couplings

## **DOCUMENTATION**

The following manuals will be supplied:

- Vehicle owners handbook
- Vehicle operation manual
- Equipment catalogues for the applicable equipment mounted on vehicle

## **WARRANTY**

An OEM guarantee is provided on the engine, gearbox, driveshaft, and drive axles on the chassis.

The GRP foam tank is guaranteed for the lifetime of the vehicle.

The fire body and paint is guaranteed for three years.

## **TEST, INSPECTION AND TRAINING**

Complete factory field tests will be performed prior to delivery.

Training will be supplied at the client premises in the operation of the vehicle and fire fighting systems.