

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/02/0029/56327/RFP

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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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 SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE  
MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10)  
MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2024/02/0029/56327/RFP</b>
<b>ISSUE DATE</b>	<b>: 20 AUGUST 2025</b>
<b>NON-COMPULSORY BRIEFING</b>	<b>: 26 AUGUST 2025</b>
<b>CLOSING DATE</b>	<b>: 15 SEPTEMBER 2025</b>
<b>CLOSING TIME</b>	<b>: 16:00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 180 BUSINESS DAYS FROM CLOSING DATE</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF 10 MONTHS</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury e-Tender 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>NON- COMPULSORY TENDER CLARIFICATION MEETING</b>	A Non-Compulsory Virtual Tender Clarification Meeting will be conducted via MS Teams <a href="#">Join the meeting now</a> on <b>26 August 2025, at 10:00am [10 O'clock]</b> for a period of $\pm 2$ (two) hours. [Tenderers to provide own transportation and accommodation].  The non-compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.
<b>DEADLINE FOR CLARIFICATION</b>	All questions or queries should be submitted onto the system (Transnet e-tender portal) or <a href="mailto:TNPATenderenquiries3@transnet.net">TNPATenderenquiries3@transnet.net</a> by <b>08 September 2025 at 12:00</b> . No questions or queries will be attended to after the specified date and time.
<b>CLOSING DATE</b>	<b>16:00 on 15 September 2025</b>  Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

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.

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-12, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**

## SECTION 1: SBD1 FORM

### PART A

### INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TNPA/2024/02/0029/56327/RFP	ISSUE DATE:	20 Aug. 2025	CLOSING DATE:	15 Sept. 2025	CLOSING TIME:	16:00
DESCRIPTION	SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF 10 MONTHS						

### BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

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

- Log on to the Transnet eTenders management platform website/Portal using **Google Chrome**: [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER" to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.**
- Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.**
- No late submissions will be accepted.
- Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.**
- In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.**
- A detailed bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

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<b>BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>					
CONTACT PERSON	Phelokazi Madaki				
TELEPHONE NUMBER	N/A				
FACSIMILE NUMBER	N/A				
E-MAIL ADDRESS	<a href="mailto:TNPATenderenquiries3@transnet.net">TNPATenderenquiries3@transnet.net</a>				
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.					
	TCS PIN		OR	CSD NO:	
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes  <input type="checkbox"/> No		<b>BBEEE STATUS LEVEL SWORN AFFIDAVIT</b>		
Yes, Who was the Certificate issued by					
AN ACCOUNTING OFFICER	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE			



AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

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

<b>5</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>6</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW ]
Signature of the Bidder	Date:

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/!u](https://SECURE.CSD.GOV.ZA/!u)

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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

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## T1.2 TENDER DATA

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

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

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

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

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

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Part C2: Pricing data		C2.1 Pricing instructions
		C2.2 Activity Schedule
Part C3: Scope of work		C3.1 Goods Information
C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Phelokazi Madaki
	Address:	Admin Building (eMendi) N2, Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212
	E – mail	<a href="mailto:TNPATenderenquiries3@transnet.net">TNPATenderenquiries3@transnet.net</a>

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

### 1. Stage One – Test for Responsiveness:

#### Step 1 : Administrative and Substantive Responsiveness

- Validate whether the bid has been lodged on time;
- Verify whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time;
- Verify the validity of all returnable documents;

Check if the mandatory returnable documents are submitted:

- A fully completed activity schedule
- A fully completed and signed Form of Offer and Acceptance;

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***The test for responsiveness [Step One] must be passed for a Tenderer to progress to the next stage of evaluations.***

## **2. Stage Two – Eligibility with regards to technical requirements:**

### **Previous experience:**

- a) Tenderer to submit at least two (2) signed reference letters from Port Authorities or Clients on the Client's letterhead. The reference letters are to clearly indicate that the tenderer has successfully supplied, to the Port Authority or Client's satisfaction, marine fenders..
- b) Tenderer to submit a detailed reference list of marine fenders supply projects that they have undertaken in the last five (5) years.

### **Quality Management:**

- a) Tenderer is required to submit 'Type Approval' certification, 3rd party witnessed, to demonstrate compliance with PIANC WG33 Guidelines to Design of Fender Systems: 2002. This certification is to be submitted as a returnable document.
- b) Tenderer to submit a valid ISO 9001: 2015 certificate from the manufacturer.

**Note: Any tenderer that fails to meet the eligibility criteria for both (2) technical requirements will be regarded as an unacceptable tender and will not be evaluated further.**

## **3. Stage Three – Preference Point System**

Only tenderers that comply with all the technical eligibility criteria will be evaluated further in accordance with the 80/20 **OR** 90/10 preference points systems as described in Preferential Procurement Regulations.

<b>Evaluation Criteria</b>	<b>Final Weighted Scores</b>
Price	80 / 90
Specific goals - Scorecard	20 / 10
<b>TOTAL SCORE:</b>	<b>100</b>

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Up to 20 or 10 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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	5	2
30% Black Women Owned Entities	5	3
EME or QSE 51% Black Owned Entities	10	5
Non-compliant and/or Level 3 – 8 contributors	0	0

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Selected Specific Goal	Acceptable Evidence
B-BBEE Status Level of contributor (1 or 2)	<ul style="list-style-type: none"> <li>B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li> </ul>
30% Black Women Owned Entities	<ul style="list-style-type: none"> <li>Certified copy of ID Documents of the Owners and</li> <li>B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li> </ul>

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EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"> <li>• Certified copy of ID Documents of the Owners and</li> <li>• B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li> </ul>
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**Note: Tenderers who fail to submit acceptable evidence for specific goals applicable in this tender will be allocated zero (0) preference points.**

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent: (C.1.4)***

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 **15 September 2025**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

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**NO LATE TENDERS WILL BE ACCEPTED**

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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.

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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 will award the tender to the highest scoring bidder/s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:
  - Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
  - There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-14);
  - The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.
  - Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
  - It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;



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- The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (T2.2-14),
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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;
- has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and
- is not able 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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DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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

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

- T2.2-01 **Technical Eligibility requirements:** Previous Experience
- T2.2-02 **Technical Eligibility requirements:** Quality Management

### **2.1.2 Returnable Schedules:**

#### **General:**

- T2.2-03 Authority to submit tender
- T2.2-04 Capacity and Ability to meet Delivery Schedules
- T2.2-05 Letter of Good Standing
- T2.2-06 Risk Elements
- T2.2-07 Schedule of Proposed Sub-contractors
- T2.2-08 Record of Addenda
- T2.2-09 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Points Claim Form) requirements stipulated

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

- T2.2-10: ANNEX G Compulsory Enterprise Questionnaire
- SBD 4 Bidders Declaration
- SBD 6.1 Preference Points Claim Form
- T2.2-11 Non-Disclosure Agreement
- T2.2-12 RFP – Breach of Law
- T2.2-13 Supplier Code of Conduct
- T2.2-14 Service Provider Integrity Pact
- T2.2-15 RFP Declaration Form
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
- T2.2-18 Agreement in terms of POPIA

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

- T2.2-19 Three (3) Years Audited Financial Statements

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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

### **2.3 C1.2A Contract Data by Purchaser**

### **2.4 C1.2b Contract Data by Supplier**

### **2.5 C2.1 Pricing Assumptions**

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## T2.2-01: Technical Eligibility Requirements: Previous Experience

Each of the technical eligibility criteria will be scored on a **YES** or **NO** basis.

Previous Experience		
a)Tenderer has submitted at least two (2) signed reference letters from Port Authorities or Clients on the Client's letterhead. The reference letters are to clearly indicate that the tenderer has successfully supplied, to the Port Authority or Client's satisfaction, marine fenders.	Yes	No
b)Tenderer has submitted a detailed reference list of marine fenders supply projects that they have undertaken in the last five (5) years.	Yes	No

**Note: Any tenderer not complying with any of the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation.**

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## T2.2-02: Technical Eligibility Requirements: Quality Management

Each of the technical eligibility criteria will be scored on a **YES** or **NO** basis.

Quality Management		
a)Tenderer is required to submit 'Type Approval' certification, 3rd party witnessed, to demonstrate compliance with PIANC WG33 Guidelines to Design of Fender Systems: 2002. This certification is to be submitted as a returnable document.	Yes	No
b)Tenderer has submitted a valid ISO 9001: 2015 certificate.	Yes	No

**Note: Any tenderer not complying with the any of the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation.**

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## T2.2-03: 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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## 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.

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

C. Certificate for Joint Venture

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

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

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

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



DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

**T2.2-04: Capacity and Ability to meet Delivery Schedule**

**Note to tenderers:**

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and future capacity to carry out the work as detailed in the Goods Information and that he 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 Goods Information, planned and scheduled as per the Tenderer’s capacities and methods but meeting the required delivery schedule.

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

**T2.2-05 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:

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

**T2.2-06: Risk Elements**

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified “No Risks” must be stated on this schedule.

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


Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor’s risk are deemed to be included in the tenderer’s offered total of the Prices.

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

T2.2-07: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

**Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## T2.2-08: Record of Addenda to Tender Documents

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

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## **T2.2-09: Valid proof of Respondent's compliance to Specific Goals evidence**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points will be awarded to a bidder who provides the relevant required evidence for claiming points.

<b>Selected Specific Goal</b>	<b>Number of points allocated (20)</b>	<b>Number of points allocated (10)</b>
B-BBEE Level of contributor (1 or 2)	5	2
30% Black Women Owned Entities	5	3
EME or QSE 51% Black Owned Entities	10	5
Non-compliant and/or Level 3 – 8 contributors	0	0

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

<b>Selected Specific Goal</b>	<b>Acceptable Evidence</b>
B-BBEE Level of contributor (1 or 2)	<ul style="list-style-type: none"><li>• B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li></ul>
30% Black Women Owned Entities	<ul style="list-style-type: none"><li>• Certified copy of ID Documents of the Owners and</li><li>• B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li></ul>
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"><li>• Certified copy of ID Documents of the Owners and</li><li>• B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.</li></ul>

**Note: Tenderers who fail to submit acceptable evidence for specific goals applicable in this tender will be allocated zero (0) preference points.**



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## T2.2-10: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**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.**

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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	_____		

## PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment

**[B-BBEE]** Status Level of Contribution.

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

### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy (TPPP)

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

	POINTS	POINTS
<b>PRICE</b>	<b>90</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION 1 OR 2</b>	<b>2</b>	<b>5</b>
<b>30% Black Woman Owned Entities</b>	<b>3</b>	<b>5</b>
<b>EME or QSE Black Owned Entities</b>	<b>5</b>	<b>5</b>

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

	POINTS	POINTS
<b>Non-compliant and/or B-BBEE level 3 – 8 contributors</b>	<b>0</b>	<b>0</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 OR 90/10

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

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. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOAL

- 4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black woman Owned Entities	<ul style="list-style-type: none"> <li>Certified copy of ID Documents of the Owners and</li> <li>B-BBEE Certificate / Sworn -Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines</li> </ul>

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Specific Goals	Acceptable Evidence
EME or QSE Black Owned Entities	<ul style="list-style-type: none"> <li>• Certified copy of ID Documents of the Owners and</li> <li>• B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines</li> </ul>

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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>.]</p>
<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution 1 or 2: (maximum of 5 / 2 points)  
  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

( *Tick applicable box* )

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

- 7.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted.....%
  - ii) The name of the sub-contractor.....
  - iii) The B-BBEE status level of the sub-

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contractor.....

iv) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**

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



8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration  
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

## 8.6 COMPANY CLASSIFICATION

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

[ *TICK APPLICABLE BOX* ]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the

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contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

be construed as collusive bidding.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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## **T2.2-11 NON-DISCLOSURE AGREEMENT**

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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

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

## **2. CONFIDENTIAL INFORMATION**

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.



DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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- 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.
- 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.
- 2.5 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.

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### **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.

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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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

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## T2.2-12: 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:

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DATE OF BREACH:

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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

## T2.2-13 : 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:

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- 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.

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- 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 (insert name of Company)  
Authority Resolution from Board of  
Directors)

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

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

\_\_\_\_\_  
Signature



## **T2.2-14 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")

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## **PREAMBLE**

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

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

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

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

## **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.

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Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

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**

Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

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

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

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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 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/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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/Contractor or detriment of Transnet or other competitors.

Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

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

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

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a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

## 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

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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/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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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)**

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

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

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



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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



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

## **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.

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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.

## 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.

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

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

Signature .....

Date .....

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## T2.2-15: TENDER 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:

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Indicate nature of relationship with Transnet:

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*[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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

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### **IMPORTANT NOTICE TO RESPONDENTS**

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net)
- All Respondents 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 bidder on its List of Excluded Bidders.

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## T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER



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## T2.2-17 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of Interest Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

## 2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### Acceptance of Service Levels:

YES		NO	
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## **T2.2-18 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 (.....) 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.

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- 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:**

YES		NO	
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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.

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

- 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/infoereg/>, 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 \_\_\_\_\_ 2025

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

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

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

(Operator)

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

AS WITNESSES:

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

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

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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**T2.2-19: Three (3) years audited or reviewed financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

## 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:

### **SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS**

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *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	
Value Added Tax @ 15% is	
The offered total of the amount due inclusive of VAT is	
(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.

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

## Acceptance

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

The terms of the contract, are contained in:

Part C1      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2      Pricing Data

Part C3      Scope of Work: Goods Information including Supply Requirements

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



DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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**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		

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.

DESCRIPTION OF SUPPLY: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

**For the tenderer:**

**For the Purchaser**

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of  
organisation)*

*Transnet SOC Ltd*

Name &  
signature  
of witness

Date



## 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 law</b>  <b>X7: Delay damages</b>  <b>X13: Performance Bond</b>  <b>X14: Advanced payment to the Supplier</b>  <b>X16: Retention</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</b> <b>(Reg no. 1990/000900/30)</b>
	Address	<b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
10.1	The <i>Supply Manager</i> is (name):	<b>TBA</b>



TRANSNET NATIONAL PORTS AUTHORITY  
 CONTRACT NUMBER: TNPA/2024/02/0029/56327/RFP  
 CONTRACT TITLE: SUPPLY AND DELIVERY OF RUBBER CYLINDRICAL AND SUPERCONE MARINE FENDERS  
 TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

	Address	<b>TNPA House, South Arm Road, Port of Cape Town, Waterfront</b>	
	Tel	<b>TBA</b>	
11.2(13)	The <i>goods</i> are	<b>Rubber cylindrical and supercone marine fenders</b>	
11.2(13)	The <i>services</i> are	<b>Supply and delivery of the goods</b>	
11.2(14)	The following matters will be included in the Risk Register	<b>Late delivery</b>	
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Supply and all documents</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>Two (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>To Be Advised</b>	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b><i>goods and services</i></b>	<b><i>delivery date</i></b>
		<b>Supply and delivery of rubber cylindrical and supercone marine fenders</b>	<b>TBA</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.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	



32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks.</b>
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>Four (4) weeks after Delivery.</b>
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</b>
42.2	The <i>defects access period</i> is	<b>Five (5) working days</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly	<b>On the eighteenth (18th) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Rand Merchant 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 and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>Additional risks will be managed by the parties as they arise</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	



- 
1. Insurance against **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
- Cover / indemnity is **to the extent as stated in the insurance policy for Contract Works / Public Liability**
- The deductibles are **as stated in the insurance policy for Contract Works / Public Liability**
2. Insurance against **Loss of or damage to property (except the *works*, Plant and Materials & 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**
- Cover / indemnity is **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
- The deductibles are **as stated in the insurance policy for Contract Works / Public Liability**
- 

84.1 The *Supplier* provides these additional insurances

1. Insurance against **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
- Cover / indemnity is **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
- The deductibles are **As stated in the insurance policy for Contract Works / Public Liability**
- 

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the



*Supplier*) caused by activity in connection with this contract for any one event is:

whatever the *Supplier* deems necessary in addition to that provided by the *Purchaser*.

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

**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act.**

88.1 The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to

**Total of the Prices**

88.2 For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to

**Total of the Prices**

88.3 The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:

**The cost of correcting the defect (The Total of the Prices)**

88.4 The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

**Total of the Prices**

88.5 The *end of liability date* is

**One (1) year after Delivery of the whole of the goods and services.**

## **9 Termination and dispute resolution**

94.1 The *Adjudicator* is

**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.
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).
	- if the arbitration procedure does not state who selects an arbitrator, is	
10	Data for Option clauses	
X2	Changes in the law	
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date
X7	Delay damages	
X7.1	Delay damages for Delivery are	Delivery of R 5 720 amount per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices at the Contract Date.
X14	Advanced payment to the <i>Supplier</i>	



X14.1	Advance payment to the <i>Supplier</i>	<b>20% of contract value, including VAT</b>
X14.2		<p>The advanced payment will be payable within 4 weeks of receipt of a valid and approved Advanced Payment Guarantee that complies with Transnet requirements. A valid Advanced Payment Guarantee shall be submitted to Transnet within 4 weeks of contract signing. No advanced payment will be payable without a valid Advanced Payment Guarantee.</p> <p>The advanced payment bond is issued by a bank or insurer which the <i>Project Manager</i> has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is for the amount of the advanced payment which the <i>Supplier</i> has not repaid and is in the form set out in the Goods Information. Delay in making the advanced payment is a compensation event.</p>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	
<b>Z3</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>	



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Z3.1

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

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**Z4      Additional clauses relating to  
Joint Venture**

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Z4.1

Insert the additional core clause 27.5

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

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

A brief description of the Contract and the Deliverables;

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

The constituent's interests;

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

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

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

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

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

Financial requirements for the Joint Venture:



		<p>the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;</p> <p>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z4.2		Insert additional core clause 27.6
		27.6. The <i>Supplier</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Purchaser</i> .
<b>Z5</b>	<b>Additional obligations in respect of Termination</b>	
Z5.1		<p>The following will be included under core clause 91.1:</p> <p>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>
Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>




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Z5.3	Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
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<b>Z6</b>	<b>Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA</b>
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Z6.1	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:
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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.

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.

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

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<b>Z7</b>	<b>Additional Clause Relating to Collusion and/or Tender Rigging</b>
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Z7.1	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.
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<b>Z8</b>	<b>Protection of Personal Information Act</b>
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Z8.1	The <i>Purchaser</i> and the <i>Supplier</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
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<b>Z9</b>	<b>Incoterms</b>
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Z9.1	The incoterms for this contract shall be "DDP" Delivered Duty Paid. The <i>Supplier</i> shall be responsible for entire shipment, including customs clearance and fees, delivering the goods to the <i>Purchaser</i> at Transnet National Ports Authority, Port of Cape Town, South Africa. Refer to incoterms 2020.
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<b>Z10</b>	<b>Workmanship</b>
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**Z10.1**

The Purchaser reserves the rights, to inspect the manufacturing process of the marine fenders at any stage of production. This inspection may be conducted by the *Purchaser* or an appointed representative. The *Supplier* agrees to provide reasonable access to its manufacturing facilities at mutually agreed times to facilitate such inspections.

Prior to shipment, the *Supplier* shall perform factory acceptance tests (FATs) on each of the marine fenders to ensure they meet all the performance specifications and quality standards as detailed in scope of works attached in this Contract.

The *Supplier* agrees to notify the *Purchaser* at least 20 days in advance of the scheduled testing to allow the Purchaser the option to attend the tests in person or via an appointed third-party representative.

The *Supplier* shall provide all necessary equipment, documentation, and support to conduct these tests effectively. A detailed test procedure shall be submitted to the *Purchaser* for approval prior to the scheduled test date.

In the event that any marine fender fails to pass the FAT, the *Supplier* is required to rectify any defects or non-conformities identified during the tests at no additional cost to the *Purchaser*.

After rectifications are made, the failed fender(s) must be retested to confirm compliance with the contractual requirements. The costs for any retests will be borne by the *Supplier*.

The *Purchaser* reserves the right to reject any marine fender that fails the repeated FAT, resulting in either the requirement for replacement by the *Supplier* at the *Supplier's* expense or termination of the purchase of the failed units without penalty to the *Purchaser*.

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**Z11 Foreign Exchange**

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Z11.1	<p>The following will be added as an additional compensation event.</p> <p>(16) Payment of foreign exchange fluctuations.</p>
Z11.2	<p>Fluctuations in the Foreign exchange rates, to be determined prior to award of the contract, will be treated as a compensation event based on the actual cost of the Forward Exchange Contract (Forward Cover) arranged by the Supplier, if instructed so by the Supply Manager, in accordance with the conditions stated.</p>
Z11.3	<p>The Supplier shall obtain a quote for a Forward Exchange Contract (Forward Cover) in respect of the imported Goods/Plant and Materials from a recognized financial institution registered in South Africa (an institution registered with the Financial Services Board) for comparative purposes within two weeks of the Contract date and must submit this to the Supply Manager for acceptance before it is entered into. If accepted by the it will Supply Manager, this will be a compensation event and the Prices will be increased or reduced accordingly and the Supply Manager will not accept any further changes in prices due to exchange rate fluctuations as thereafter the total of the Prices will be fixed in ZAR (South African Rands).</p>
Z11.4	<p>The resulting compensation event will be based on an actual Forward exchange Contract (FEC) between the Supplier and a recognized financial institution registered in South Africa. It shall be the Supplier's responsibility to liaise directly with the Transnet National Ports Authority Financial Accountant (Mr. Zander Grobler 011 308 2611/ 083 882 6175) and or any other person as directed by the Supply Manager to finalise the foreign currency hedging process (Forward Exchange Contract) to be entered into by the Supplier.</p>



TRANSNET NATIONAL PORTS AUTHORITY  
CONTRACT NUMBER: TNPA/2024/02/0029/56327/RFP  
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TO THE PORT OF CAPE TOWN FOR A PERIOD OF TEN (10) MONTHS

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Z11.5

If the Supplier fails to provide the Forward Exchange Contract (Forward Cover) within four weeks of the Contract Date, the Supply Manager will assess the compensation event based on his own assessment of the foreign currency cash flow and projected forward rates.

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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 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.



## PRO FORMA PERFORMANCE GUARANTEE – DEMAND GUARANTEE (FOR USE WITH OPTION X13)

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

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

Bank reference No.

Date:

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [•] Branch, Registration No. [•]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <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 [•] 20...[•] (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 [•]



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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	"goods and services" means	[insert details from Contract Data part 1]

- At the instance of the *Supplier*, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
- 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.
- 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.
- 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



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

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

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Witness(s)

Bank's seal or stamp



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## 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 **[•]**





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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 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.



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

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

## C2 PRICING DATA

Document reference	Title	No of pages
2.1	Pricing instructions:	1
2.2	Activity Schedule	1



## C2.1 Pricing Instructions:

### *The conditions of contract*

#### Measurement and Payment

- 1.1.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.1.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.1.3 The Activity Schedule work breakdown structure provided by the *Supplier* is based on the Activity Schedule provided by the *Purchaser*. The activities listed by the *Purchaser* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.1.4 The *Supplier's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Purchaser* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.1.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.1.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.1.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.1.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.
- 1.1.9 The Tenderer shall note that the incoterms for this contract shall be "DDP" Delivered Duty Paid. The *Supplier* shall be responsible for entire shipment, including customs clearance and fees, delivering the goods to the *Purchaser* at Transnet National Ports Authority, Port of Cape Town, South Africa. Refer to Incoterms 2020.



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## C2.2 Activity Schedule

The Tenderer details their Activity Schedule below or makes reference to their Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	Qty	Rate	Total Price of each activity
<b>A</b>	<b>Supply, Deliver and Off-load to the Port of Cape Town</b>				
A1	Cylindrical fender unit: 1600mm OD x 800mm ID x 2000mm L	ea	8		
A2	Cylindrical steel suspension bar with cleats: 120mm OD x 2700mm L	ea	13		
A3	Supercone fender unit: SCN 1300 (E2.4)	ea	10		
A4	Steel fender panel: 3610x2800x300mm	ea	57		
A5	Testing and Certification	sum	1		
<b>B</b>	<b>Shipping / Duties / Clearing &amp; Forwarding / Cartage to Port of Cape Town- DDP Incoterms</b>				
B1	Shipping / Duties / Clearing & Forwarding / Cartage to Port of Cape Town (DDP Incoterms)	sum	1		
<b>Total Price (excl. VAT) to be carried over to the Form of Offer &amp; Acceptance</b>					<b>R</b>



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## PART 3: GOODS INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	9
	Total number of pages	10



## C3.1: *PURCHASER'S* GOODS INFORMATION

### Contents

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1.2 Scope of Work.....	3
<b>2 Specifications of the goods.....</b>	<b>3</b>
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4.2 Services and other facilities.....	8
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## 1. Overview of the goods

### 1.1 Executive overview

The Port of Cape Town is responsible for providing safe and efficient berthing services for vessels in the Port. The provision of marine fender systems forms part of the Transnet National Ports Authority's (TNPA) mandate as per the National Ports Act 2005 (Act No.12 of 2005) to provide and maintain port infrastructure. An efficient fender system protects hulls of vessels and the quay wall during the berthing process.

In order to ensure that vessels can be berthed safely and eliminate incidents, the Port of Cape Town needs to purchase and replace a number of Cylindrical and Supercone Fenders.

### 1.2 Scope of Work

The *Supplier* shall, as a premise of this contract:

- 1.2.1 Manufacture and supply rubber marine fenders as specified in Section 2.1 and 2.2
- 1.2.2 Manufacture and supply steel attachments as specified in Section 2.1 and 2.2.
- 1.2.3 Carry out testing and certification as specified in Section 2.3.
- 1.2.4 Deliver fenders and steel attachments to the Pollution Depot, Transnet National Ports Authority, Port of Cape Town, South Africa. The Supplier is to provide all equipment and machinery needed to supply, deliver, and offload the goods.

## 2. Specifications of the goods

### 2.1 Supply of Cylindrical Fenders and Attachments

- 2.1.1 Supply and delivery of eight (8) Cylindrical fenders to the Port of Cape Town. The units are to be made of rubber with the following properties:
  - a) Dimensions: **1600mm OD x 800mm ID x 2000mm L.**
  - b) At 50% deflection, the required energy absorption of the fender is 576kJ with a reaction force of 1760kN – Rated Performance Data should clearly reflect that this has been achieved.
  - c) The rubber fender units shall be compression moulded or wrapped from natural rubber compounds in compliance with PIANC, WG33: Guidelines for the design of fender systems: 2002 (PIANC 2002) Appendix A of "procedure to determine and report the performance of marine fenders".





- d) The rubber shall be fully vulcanised and homogenous with no foreign particles and free from voids, cracks and cuts. Steel plates shall be fully embedded and fully adhered to the rubber during the vulcanization process to avoid separation between the rubber and steel.

2.1.2 Supply and delivery of thirteen (13) steel fender suspension bars with specification as follows:

- a) Dimensions: **Ø120mm x 2700mm L.**
- b) The suspension bars are to be made of S355J2 graded steel.
- c) Hot dip galvanised with a minimum zinc coating of 105 micron (heavy duty galvanising) in accordance with SANS 793.

## 2.2 Supply of Supercone Fenders and Attachments

2.2.1 Supply and delivery of ten (10) Supercone fenders to the Port of Cape Town. The units are to be made of rubber with the following properties:

- a) Type: **SCN 1300 (E2.4).**
- b) Required energy absorption: 745kJm.
- c) Reaction force: **1721kN.**
- d) The rubber fender units shall be compression moulded or wrapped from natural rubber compounds in compliance with PIANC 2002's Appendix A of "procedure to determine and report the performance of marine fenders".
- e) The rubber shall be fully vulcanised and homogenous with no foreign particles and free from voids, cracks, and cuts. Steel plates shall be fully embedded and fully adhered to the rubber during the vulcanization process to avoid separation between the rubber and steel.

2.2.2 Supply and delivery of fifty-seven (57) steel fender panels to the Port of Cape Town. The units are to be made with the following properties:

- a) Dimensions: **3610x2800x300mm.**
- b) Maximum permissible hull pressure: 200kPa.
- c) The fender panels are to be made of S355J2 graded steel.



- d) The fender panels are to be corrosion protected using a paint system in accordance with BS EN 12944 with a minimum dry film thickness of 450 micron.

The *Supplier* shall refer to the drawings and data sheets provided for details of the required components.

## 2.3 Certificates and Testing

- 2.3.1 The fenders shall be tested in accordance with the requirements of Appendix A of, Section 7.3 of PIANC 2002.
- 2.3.2 Testing shall be performed – prior to delivery – at the manufacturer’s facilities under the supervision of an independent 3rd party.
- 2.3.3 Rated Performance Data (RPD) as per PIANC 2002 and ASTM F2192 to be supplied to the Purchaser prior to delivery being made. The manufacturer’s full scale RPD test performance curves and/or data tables of fender elements shall be supplied including the nominal performance tolerances and data to adjust fender type performance curves for other compression velocities, other temperatures and other contact angles.
- 2.3.4 Physical properties of the rubber and composition of the rubber certificates and data sheets shall be supplied prior to the delivery of all rubber components. Verification testing certificates must be supplied at this time.
- 2.3.5 The steel components shall be accompanied by their respective manufacturer’s conformance test reports and certificates stating that each component meets the material requirements specified.
- 2.3.6 Fender panel is to be pressure tested to a minimum of 7.5 psi (50kPa) and shall be maintained for 15 minutes. Pressure testing certificates to be provided prior to delivery being made.

## 2.4 Manufacture and Installation Information

The *Supplier* is to review the *Purchaser’s* Goods Information in conjunction with the drawings and specifications provided to ensure the design of the goods being purchased are of the latest standards and technology available in the market.

The *Supplier* shall be responsible and accountable for any design and alterations required in the specification issued by the *Purchaser* in order to ensure compliance to the latest standards and

technologies. *Purchaser* should approve any changes to the specification provided before the *Supplier* commences any work.

## 2.5 Maintenance Manuals and Schedules

Maintenance manuals and schedules are to be supplied for each component supplied with this contract.

## 3. Constraints on how the Supplier Provides the Goods and Services

### 3.1 Work to be done by the Delivery Date

The *Supplier* is to have completed all the works as specified in Sections 2.1 to 2.5 by the agreed upon Delivery Date.

### 3.2 Management meetings

Meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly	Port of Cape Town	<i>Purchaser</i> and <i>Supplier</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes and an attendance register prepared and circulated by the person who convened the meeting. The minutes shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.



### 3.3 Health and Safety risk management

The *Supplier* shall comply with the health and safety requirements of TNPA as per the TNPA SHE Specification in all instances when on TNPA property.

### 3.4 Quality assurance requirements

The *Supplier* shall submit a project specific Quality Plan that clearly illustrates how the required components are going to be manufactured and delivered successfully with their accompanying conformance and testing certificates.

### 3.5 Programming constraints

The *Supplier* shall submit a level 3 programme scheduled as a critical path network. The programme is to reflect the execution plan as well as long lead items. The programme is to be prepared on MS Projects or Primavera. A PDF version is to be submitted as part of the Tender Returnables.

### 3.6 Invoicing and payment

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- Supplier's VAT registration number;
- The Purchaser's VAT registration number;
- Description of goods and services provided for each item invoiced based on the Price Schedule; and
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.



## **4. Constraints at the Delivery Place**

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

Access to the delivery site will be made available prior to the items being delivered. All parties responsible for the delivery of the goods will be required to register as contractors in the Port of Cape Town. Access to the site is normal working hours, which are Monday to Friday – 08:00 to 16:00. Access to the site outside of these hours should be arranged with the *Purchaser* at least 24 hours prior to the required extended access.

### **4.2 *Services and other facilities***

The *Purchaser* will not provide and services or facilities in the form of power, water, waste disposal, telecoms, ablutions, fire protection, lighting etc. The *Supplier* shall provide everything else necessary for providing the goods specified herein.

### **4.3 *Work to be done at the Delivery Place by the Delivery Date***

The status of Delivery will be achieved when the items specified in Sections 2.1-2.5 in the Goods Information as well as those specified in the Bill of Quantities with their respective quantities have been successfully off-loaded and handed over to the *Purchaser* at the **Pollution Depot at Quay 501**. The exact location at the delivery site will be confirmed by the *Purchaser* by the Delivery Date.



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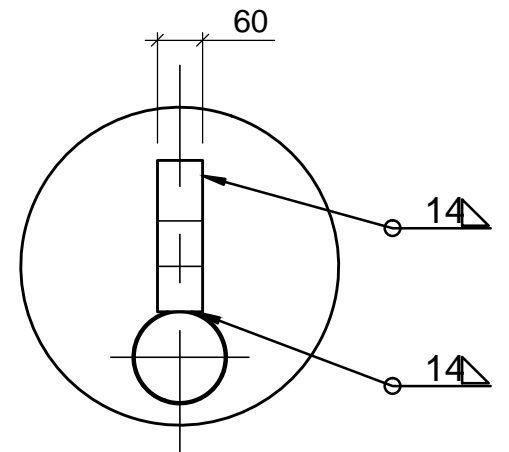
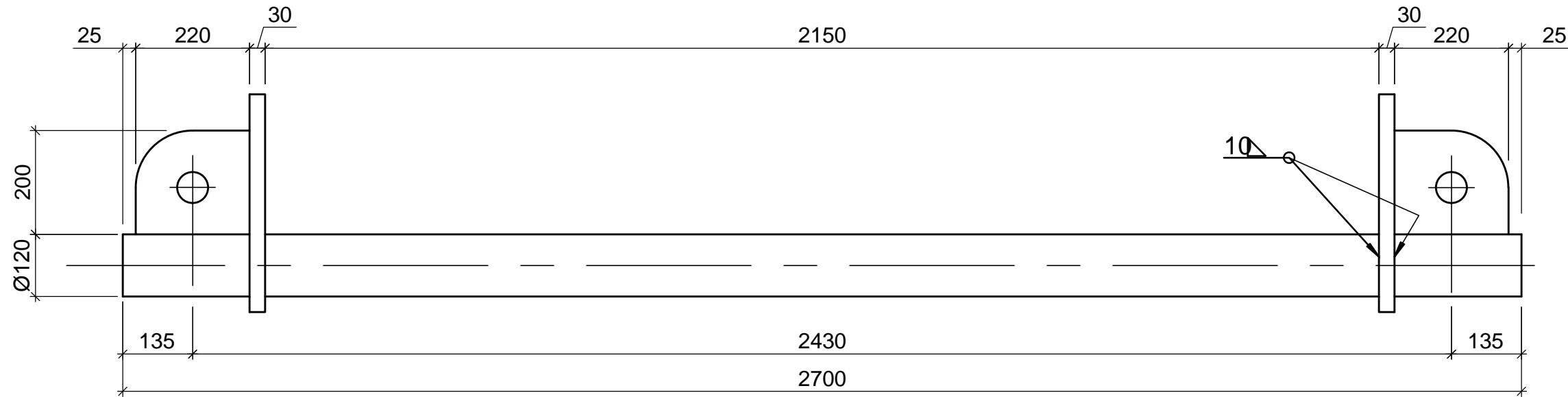
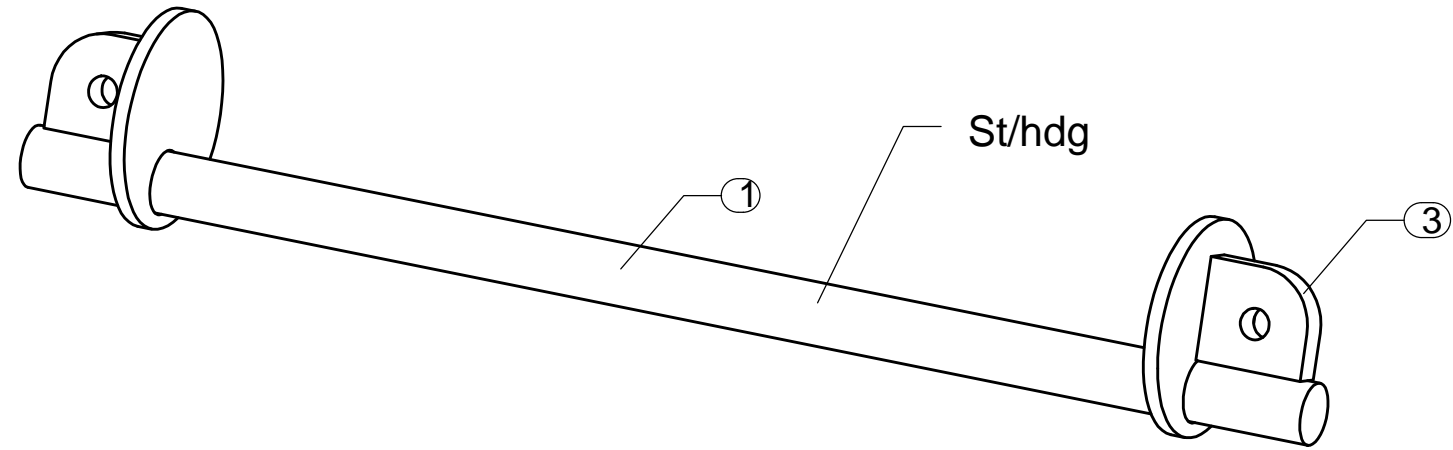
## 5. List of drawings

### Drawings issued by the *Purchaser*

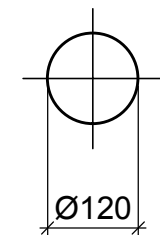
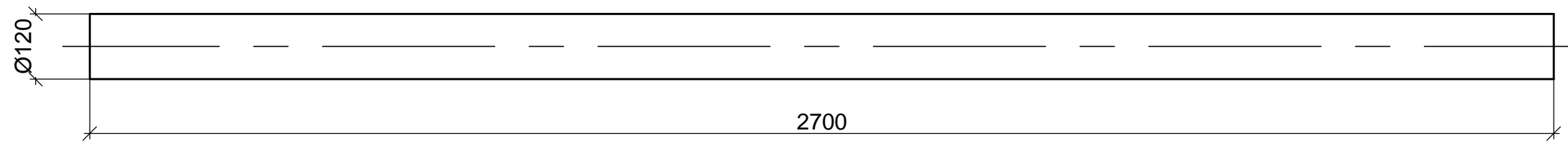
This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
TNPA-1030-05MH014C-101		Eastern Mole 2 Fender Replacement Support Bar POS.1
TNPA-1030-05MH014C-103		Eastern Mole 2 Fender Replacement POS.2 Fender
110777-101	B	General Assembly: Cape Town, South Africa (Supercone Fender and Panel)

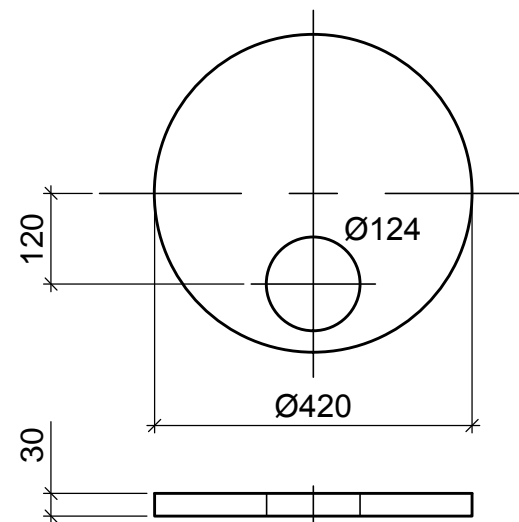
① Support Bar



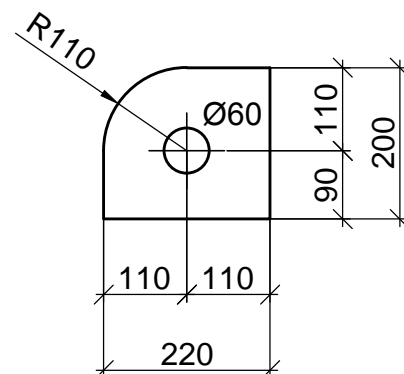
① 1x RD Ø120x2700  
S355J2



② 2x Plate 30x420x420  
S355J2



③ 2x Plate 60x200x220  
S355J2



PROJECT MANAGER		
ENGINEER PROJECTS		
HARBOR MASTER		
PORT ENGINEER		

PORT ENGINEER

ROOM 705  
NPA HOUSE  
PORT OF CAPE TOWN  
P.O.BOX 4245  
8000  
TEL. 021 449 6173  
FAX. 021 449 6171

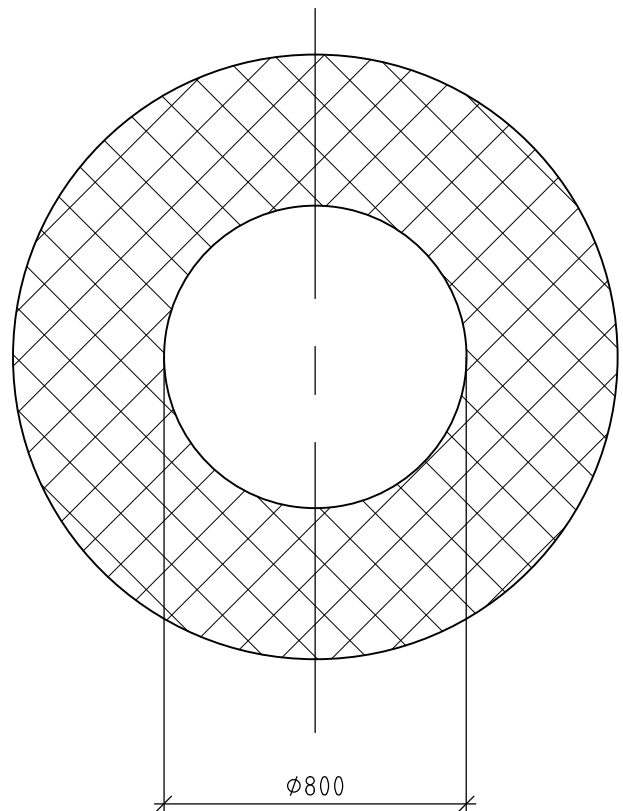
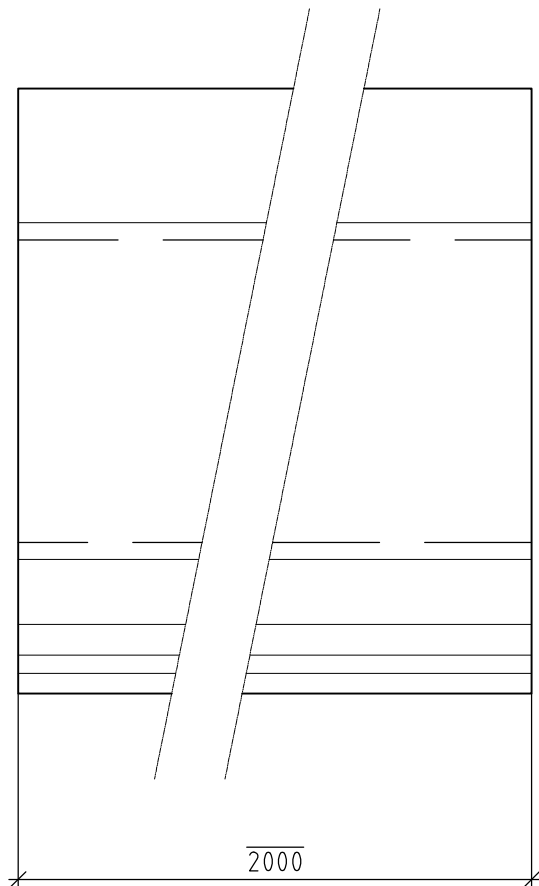
delivering on our commitment to you



PORT OF CAPE TOWN

EASTERN MOLE 2  
FENDER REPLACEMENT  
SUPPORT BAR POS.1

DRAWN	MNS	CHECKED
SCALE	1:10	
No.	TNPA-1030-05MH014C-101	
DATE	14/11/2017	
CAD. REF	TNPA-1030-05MH014C-101.dwg	
FILE REF		



#### Performance data at 50% deflection

Energy absorption: 576 kNm  
 Reaction force: 1760 kN  
 Tolerance:  $\pm 10\%$

Material: NR/ SBR Rubber compound, black  
 Shore A75°  $\pm 5^\circ$   
 Weight approx.: 3620 kg

#### Dimension Tolerance:

Outside diameter:  $\pm 4\%$   
 Inside diameter:  $\pm 4\%$   
 Length:  $-0/+40\text{mm}$

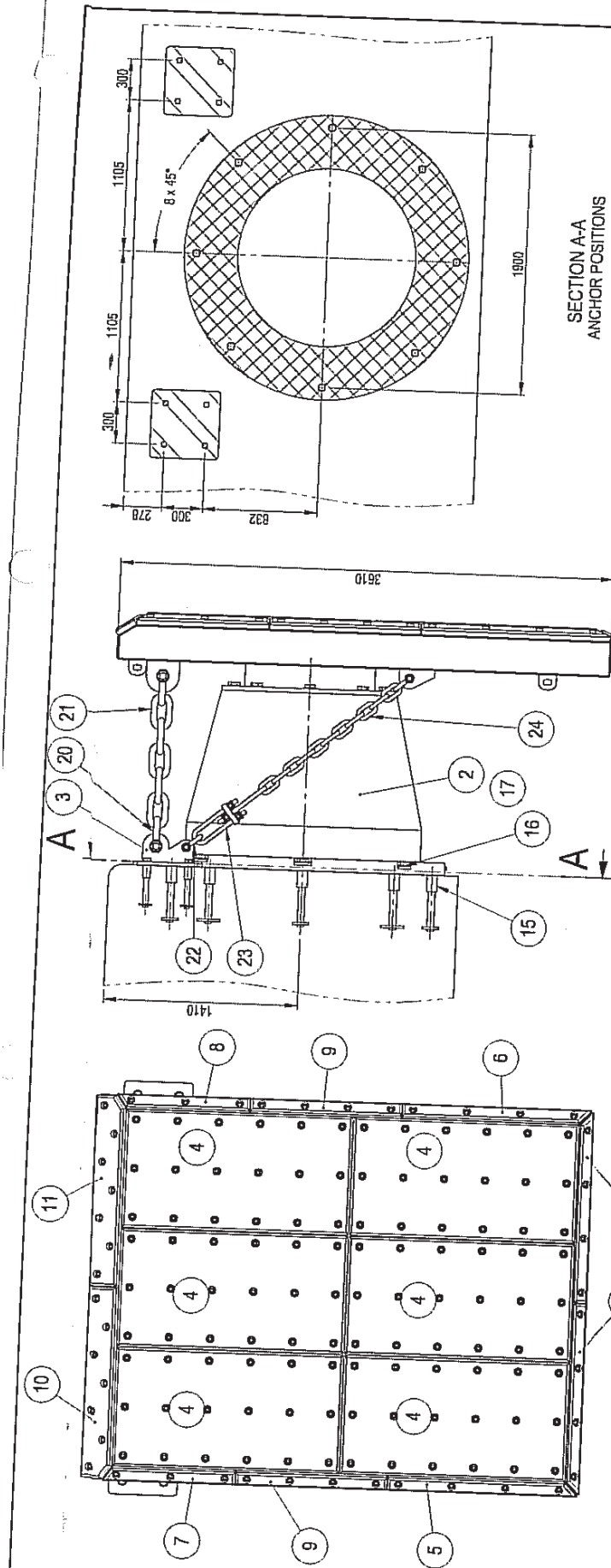
PROJECT MANAGER		
ENGINEER PROJECTS		
HARBOR MASTER		
PORT ENGINEER		
PORT OF CAPE TOWN		
EASTERN MOLE 2 FENDER REPLACEMENT POS 2 - FENDER		

PORT ENGINEER  
 ROOM 705  
 NPA HOUSE  
 PORT OF CAPE TOWN  
 P.O.BOX 4245  
 8000  
 TEL. 021 449 6173  
 FAX. 021 449 6171

**TRANSNET**  
  
 delivering on our commitment to you national ports authority

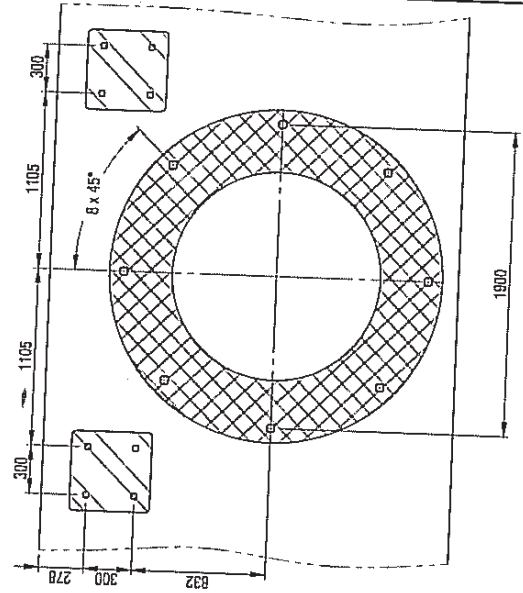
DRAWN	MNS	CHECKED
SCALE	1:10	
<b>No. TNPA-1030-05MH014C-103</b>		
DATE	14/11/2017	
CAD. REF	TNPA-1030-05MH014C-103.dwg	
FILE REF		





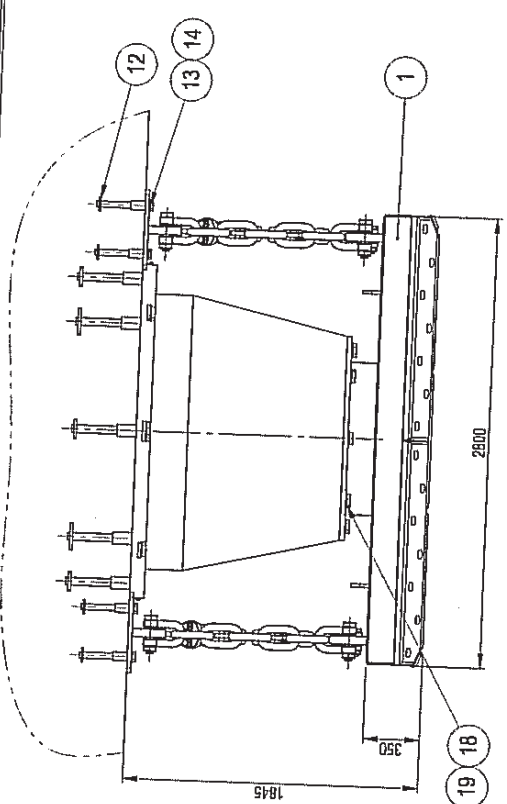
APPLY THREAD LOCKER TO ALL THREADS

SECTION A-A  
ANCHOR POSITIONS

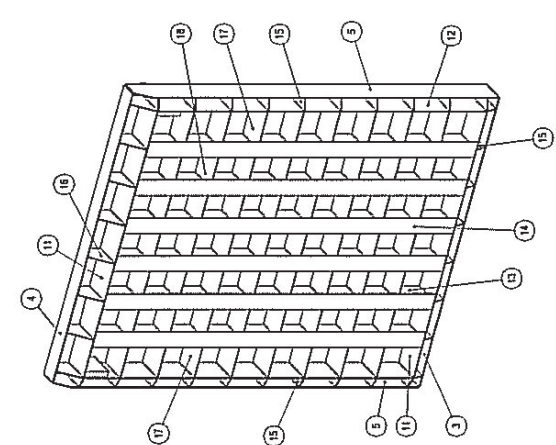
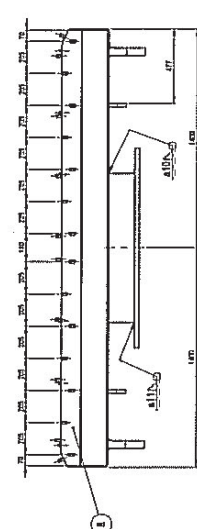


Item	Qty	Description	Dimension	Material	Weight
101	1	THREAD LOCKER	AN 302-45	WEICON	
24	2	CHAIN	Ø 28(4.00)x11=1232	HOG - MBL 616 KN	
23	2	CHAIN TENSIONER	Ø 30x(530-720)	HOG	
22	4	SHACKLE	Ø 32x5x94	HOG - NBL 720 KN	
21	2	CHAIN	Ø 45(4.00)x5=800	HOG - MBL 1500 KN	
20	4	SHACKLE	Ø 45x50x149	HOG - NBL 1500 KN	
19	8	BOLT	M48x100 - DIN 931	SS 316	
18	8	WASHER	Ø 53x92x6 - DIN 125	SS 316	
17	8	BOLT	M48x140 - DIN 931	SS 316	
16	8	WASHER	SCN 1300	SS 316	
15	8	NC3-ANCHOR	M48	SS 316	
14	8	BOLT	M36x80 - DIN 931	SS 316	
13	8	WASHER	Ø 40x68x5 - DIN 125	SS 316	
12	8	NC3-ANCHOR	M36	SS 316	
11	1	UHMW-PE (BLACK)	50x1389x232	FO-1000	
10	1	UHMW-PE (BLACK)	50x1389x232	FO-1000	
9	2	UHMW-PE (BLACK)	50x140x101.5	FO-1000	
8	1	UHMW-PE (BLACK)	50x950x101.5	FO-1000	
7	1	UHMW-PE (BLACK)	50x950x101.5	FO-1000	
6	2	UHMW-PE (BLACK)	50x1388x101.5	FO-1000	
5	2	UHMW-PE (BLACK)	50x1388x101.5	FO-1000	
4	2	UHMW-PE (BLACK)	50x1388x101.5	FO-1000	
3	2	CHAIN BRACKET	500x500x235	S355J2 - HDG	
2	1	SUPER CONE FENDER	SCN 1300	E 2.4	
1	1	STEEL PANEL	3610x2800x300	S355J2	

Trelleborg Marine Systems Trelleborg Industri AB Hälsjövägen 2 SE-231 81 Trelleborg, Sweden		Trelleborg MARINE SYSTEMS		REV B	
DRAWN: 2008-01-07		TITLE: GENERAL ASSEMBLY CAPE TOWN, SOUTH AFRICA		DRAWING NUMBER: 110777-101	
CHECKED:	APPROVED:	SCALE: 1:30	PROJ. NO. ZAF-12257	REV B	
CONTR. NO.		APPROVED: AK		A3	



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CHECKED:	APPROVED:	SCALE: 1:30	PROJ. NO. ZAF-12257	REV B	
CONTR. NO.		APPROVED: AK		A3	



**TOLERANCE:**  
GRT-10-19

**WELDING UNLESS OTHERWISE SPECIFIED**

**MATERIALS:** C  
A36 STEEL  
BUT WELD BACK WELD NEEDS FULL PENETRATION  
CONTIGUOUS WELDS EVERYWHERE

**SURFACE PREPARATION**  
ALL SURFACES CLEAN TO SA 2.1 ALSO RS-11 (HAR)  
THE MINOR PORTION OF THE SURFACES SHOULD BE SMOOTHED AND PROTRUSIONS SHALL BE REMOVED.  
ALL JOINTS SHALL HAVE A 1/8" RADIUS.

**PAINTING**  
TO MEET TUSAS COMPANY INTERCOAT-CAL PAINT SYSTEM IN  
TOTAL DRY FILM THICKNESS ASSOCIATION  
COLOR BLUE BLU 5005

[illegible]

THE CONSTRUCTION MUST BE COMPLETELY SEALED TO PREVENT THE LOSS OF WATER.  
MOUNTING THE TEST PROBE  
1. DRILL A HOLE IN THE PANEL  
FIT AND WELD IN T.E.S. SOCKET  
FIT REPLES - VALVES AND CONNECT AIRLINE  
CHECK TO GUARANTEE FOR 15 MINUTES A MINIMUM  
CHECK ALL EXTERNAL WELDS WITH SOAPY WATER  
AFTER AN INSPECTION, FIT A W.B.L.P. BONG WITH PIPE TAPE