

## **TRANSNET PORT TERMINALS**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

### **REQUEST FOR QUOTATION [RFQ] No TPT/2025/05/0005/96987/RFQ**

**MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET PORT TERMINALS, CAPE TOWN CONTAINER TERMINAL, AS A ONCE OFF SUPPLY.**

**ISSUE DATE: 11 June 2025**

#### **NON-COMPULSORY BRIEFING SESSION**

**VIA MICROSOFT TEAMS: 20 JUNE 2025 AT 10:30**

**CLOSING DATE: 30 JUNE 2025**

**CLOSING TIME: 16:00 PM**

#### **Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. 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 Bidder can upload 30mb per upload and multiple uploads are permitted.***

**YOU ARE KINDLY INVITED INTO A NON-COMPULSORY BRIEFING SESSION TO BE CONDUCTED VIA TEAMS ON FRIDAY, 20<sup>th</sup> JUNE 2025 AT 10:30**

NOTE: please confirm your attendance prior Friday, 20 June 2025 via email to: [Noloyiso.alam@transnet.net](mailto:Noloyiso.alam@transnet.net)

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## NEC3 Supply Contract

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Purchaser*")

and

.....

Registration Number

(hereinafter referred to as the "*Supplier*")

**Contract Number**      **TPT/2025/05/0005/96987/RFQ**

**Start Date**              **TBC**

**Completion Date**      **TBC**

## **CONTRACT DOCUMENTS**

### **Form of Offer and Acceptance**

#### **Contract Data**

**Part One – Data provided by the *Purchaser***

**Part Two – Data provided by the *Supplier***

### **Conditions of Contract**

#### **Pricing Data**

#### **Goods Information**

#### **Site Information**

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## TRANSNET DETAILED SCOPE OF WORK



### PART 3: SCOPE OF GOODS

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	This page	1
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C3.1	Purchaser's Goods Information	14
C3.2	Supplier's Goods Information	
	Total number of pages	16

### **C3.1 PURCHASER'S GOODS INFORMATION FOR THE MANUFACTURE, SUPPLY, DELIVERY, AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR THE CAPE TOWN CONTAINER TERMINAL (CTCT)**

#### **1. Description of the Goods**

##### **1.1. Background**

The Cape Town Container Terminal (CTCT) is a specialized maritime facility with dedicated infrastructure and equipment for the handling of containerized cargo. The container handling system includes ship-to-shore (STS) cranes, Straddle Carriers, Rail Mounted Gantry (RMG) cranes, Rubber-Tyred Gantry (RTG) cranes, and hauler/trailer units.

##### **1.2. The Scope of Goods**

###### **1.2.1 Main Offer**

1.2.1.1. The manufacture, supply, delivery, testing, and commissioning of Mobile Diesel Bowser.

1.2.1.2. The successful supplier must provide operational and safety training on the delivered Diesel Bowser. The training must cover operational procedures, maintenance, and safety protocols specific to the Diesel Bowser. Training must be provided for a minimum of 24 personnel from Cape Town Container Terminal. Training should commence within two weeks after the delivery of the Diesel Bowser. No compulsory certificate is necessary as this will be familiarization training.

###### **1.2.2. Priced Options**

1.2.2.1. Provide a priced option for a full maintenance contract for 3 years, to service and maintain the Mobile Diesel Bowser and shall supply spares on routine maintenance services.

1.2.2.2. Provide a priced maintenance spares list as recommended by OEM for the Mobile Diesel Bowser. Prices of maintenance spares to be valid for one year.

1.2.2.3. Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.

#### **2. Definitions**

2.1. Specification means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well

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as all samples and patterns.

- 2.2. Reference in the *Goods* Information and standard specifications to "Equipment" means the Mobile Diesel Bowser as defined in the scope of *Goods*.
- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1000kg or approximately 2 204.62-pound mass.
- 2.4. Delivery of *Goods* is defined as when the Mobile Diesel Bowser has completed their 8-hour endurance tests to the satisfaction of the *Purchaser*.
- 2.5. *Purchaser* is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the *goods*; paymaster (i.e., Transnet Port Terminals shall pay); a party to the contract.

### 3. Management and start-up.

#### 3.1. Management meetings

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

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

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

#### 3.2. Documentation control

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

A complete Data Book shall be supplied with each browser. Document to be included in the Data Book shall at least comprise the following but not limited to:

- Tank design calculations:

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- Welding procedure specifications
- Calibration certificates of all components as indicated in the scope
- Pressure test certificate for the tank
- Flow rate report
- Radio graphic test report
- Dye penetration test certificate
- Commissioning Certificate with all prescribed statutory documents; test certificates; documentation certifying the class and maximum safe working capacity of the equipment for approval by the *Supply Manager*
- Signed off quality control check list
- Material certificates,
- Recommended lubricant list
- List with part numbers of all consumables, e.g. filters etc.
- Equipment warrantee certificates
- Paint warranty certificate
- Vehicle fitted with Number Plate,

### 3.3. SHERQ requirements

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

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

Refer to EEAM-Q-009 for the *Purchaser's* Quality Management. Special attention must be paid to the following:

- Quality management objectives.
- Documentation and change control procedures.
- Quality control procedures that will apply to purchased materials.
- Quality control plan for all components manufactured or supplied to ensure conformance.
- The identification of suitable hold points to ensure proper quality assurance throughout manufacturing.

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- Quality control of all welding and corrosion protection activities.
- The quality control procedure that will apply to erection and painting on site.

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

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

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

### **3.4. Programming constraints**

#### **3.4.1. General**

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

#### **3.4.2. Programme submission**

A copy of the *Supplier's* First Programme, a Level 3 programme, shall be submitted with the Tender Document Returnable Schedules that shall comply with the requirements as indicated in the Goods Information. The *Supplier's* Detailed Programme shall be submitted in both hard and soft copy forms within two weeks of award using a computer software package approved by the *Supply Manager*.

The preferred software package is Microsoft Projects or similar approved.

#### **3.4.3. Contract programme (baseline)**

The *Supplier's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

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

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of action to remedy the deviation.

#### **3.4.4. Revisions to contract schedule**

The *Supply Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme. Additional detail may be inserted into the Contract Programme at the request of either the *Supplier* or the *Supply Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced.

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

#### **3.4.5. Supplementary programmes**

The *Supply Manager* may at any time, and at the cost and expense of the *Supplier*, direct the *Supplier* to produce supplementary programmes to highlight a particular aspect of the work under the Contract.

The *Supply Manager* shall not unreasonably request supplementary programmes.

#### **3.4.6. Cash flow**

The *Supplier* shall submit to the *Supply Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, payments received.

#### **3.4.7. Progress reporting**

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

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

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

#### **3.4.8. Progress monitoring and review**

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all Contract

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activities currently in progress. The following shall be determined:

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

#### **3.4.9. Monthly status report**

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

As a minimum the report shall include:

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

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

#### **3.4.10. Supplier's management, supervision, and key people**

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

It is a requirement of this contract that the *Supplier* ensures that during the commissioning and handover of the equipment on site there is a qualified person with authority to manage the contract efficiently. The site manager is required to be fluent in English, both in writing and orally.

### 3.5. Training workshops and technology transfer

The following *Purchaser's* personnel will be made available for training by the *Supplier* in their various functions at the Container Terminal in the Port of Cape Town.

**NOTE:** The personnel that will be made available for training are existing maintenance personnel and operators.

Designation	CTCT
Technical Supervisor	2
Technical (Electrical)	2
Technical (Mechanical)	10
Operators/drivers/ driver trainers.	10

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

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

## 4. Guarantees

The extent of guarantees and warranties in excess of 5 years or 60 months on the structure, corrosion protection, and paint thickness. The extent of guarantees and warranties in excess of the standard 1 year or 12 months that can be offered by the Tenderer on electrical, mechanical, hydraulic, pneumatic, electronic, and other components. Plant will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer's specification EEAM-Q-008 is critical.

## 5. Engineering and the Supplier's design

### 5.1. *Purchaser's* design requirements

#### 5.1.1 Technical Specification

The Mobile Diesel Bowser shall be designed to comply with the *Purchaser's* Technical Specification, document Annexure A.

## 5.1.2 Terminal Specification Requirements

### 5.1.2.1 Overview

The mobile diesel bowser should conform to the following specifications: 12000L capacity. Registered, roadworthy, and micro-dotted as required by Environmental protection and Transportation of Dangerous Goods Act. Diesel and flammable stickers must be included. Below are all the auxiliaries that need to be delivered with the new mobile bowser:

- 12000L Mobile Diesel Bowser
- Minimum required flow rate of the pump at point of delivery: 180 litres/min
- The bowser will be towed by the terminal trucks (internal haulers)
- The bowser shall be fitted with a hydraulic-driven fuel pump
- Mobile Diesel Bowser to fill up Rubber tyred Gantries (RTG)
- Mobile Diesel bowser shall be fitted with the Fuel management system.
- Detailed specification on Annexure A.

### 5.1.3 General Requirements

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

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

The mobile diesel bowser shall comply with the requirements of the **South African Road Traffic Act**. It must be issued with the vehicle license, registration and supply and fitting of number plates.

### 5.1.4 Environmental Conditions

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

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

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

### **5.1.5 Operating and maintenance manual**

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

## **6. Pre-Delivery Tests and Delivery**

### **6.1. Supplier's Procurement of Plant and Materials**

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

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

### **6.2. Spares and consumables**

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

### **6.3. Tests and inspections before delivery**

Where the Goods Information requires inspections or tests to be performed, the *Supplier* shall provide

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

## **7. Delivery Place and Delivery of the Goods**

### **7.1. Delivery Place and Working Areas**

#### **7.1.1. Working Areas**

When required in terms of the delivery methodology, the *Supplier* will indicate their space requirements at the Delivery Place. The Delivery Place is located at the Container Terminal, in the Port of Cape Town, South Africa. On completion of the commissioning and testing, within the Terminals, to the area where they will start their endurance tests. The area of operation for the mobile diesel bowser is within the premises of Cape Town Container Terminal.

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

The Supplier is responsible for the security of the equipment at Delivery Place until completion and hand-over and must make their own arrangements for security and the safekeeping of their property.

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

#### **7.1.2. Clearing of Delivery Place**

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

#### **7.1.3. Customs and port regulations**

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

The *Delivery Place* is also within a promulgated port area and the *Supplier* and their people shall observe all ISPS and Port Regulations within the port area. Copies of the Harbor Regulations are obtainable

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from the Port admin offices.

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

#### **7.1.4. Health and Safety Facilities at the Delivery Place**

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

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

### **7.2. Completion, testing, commissioning, and correction of Defects**

#### **7.2.1 Work to be done by the Completion Date**

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

#### **7.2.2 Testing and commissioning**

##### **7.2.2.1 Prerequisites for commissioning**

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

- 7.2.2.1.1 Pre-commissioning tests to be performed by the *Supplier*
- 7.2.2.1.2 Performance test recording the pressure & flow rates of all motions under various pressure conditions.
- 7.2.2.1.3 Pressure tests
- 7.2.2.1.4 Flow rate tests
- 7.2.2.1.5 Tests to prove the integrity of the safety devices, limit systems, and emergency systems.
- 7.2.2.1.6 Tests to prove the integrity of all service brakes and emergency brakes
- 7.2.2.1.7 Functional tests

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#### 7.2.2.1.8 Operational tests under simulated conditions

#### 7.2.2.1.9 General inspection for final quality, including paint quality

The Supplier will be required to show practically and analytically that the equipment can fully operate at an allowable capacity without breaking down.

### 7.2.2.2 Testing and commissioning

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

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

Pressure testing & flow rate tests on the equipment and its components, shall be performed in accordance with the applicable standards. The *Supplier* shall be responsible for the supply of all pressure testing instruments.

A registered Inspector, appointed by the Supplier, shall carry out the pressure test. The tank must be tested for a maximum allowable working pressure.

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

Before the commencement of any test, the *Supplier* shall ensure that the necessary pre-test requirements are arranged and provided.

On completion of Commissioning, the *Supplier* shall issue a Commissioning Certificate with all prescribed statutory documents; test certificates; documentation certifying the class and maximum safe working capacity of the equipment for approval by the *Supply Manager*, prior to the commencement of the Endurance Testing. Where required by law, relevant certificates shall be issued by local authorities.

### 7.2.2.3 Endurance Testing

After successful completion of commissioning (approved Commissioning Certificate), the equipment shall be subjected to Endurance Testing, i.e., actual operation of the equipment in the maintenance and

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operational areas of the port.

The Endurance Test will constitute a minimum of 24 hours. The *Purchaser* will operate the Mobile Diesel Bowser for the 24-hour endurance test which will be done under working conditions. The purchaser under guidance of the Supplier will operate the Mobile Diesel Bowser. The *Purchaser* will Take-Over the Mobile Diesel Bowser on successful completion of the 24 hour endurance test. If the Mobile Diesel Bowser fails the 24 hour endurance test and the actual rectification of defect/fault takes longer than 24 hours, the endurance test shall commence afresh on the Mobile Diesel Bowser.

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

### **7.2.3 Technical support after Completion**

The *Supplier* shall undertake that spare for all mechanical, hydraulic, pneumatics and electrical components of the equipment shall be readily available for at least 10 years from date of *Delivery*.

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

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

## **8 Plant and Materials standards and workmanship**

### **8.1 Referenced standard specifications**

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

### **8.2 General**

All Plant and Materials shall be new.

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

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER:

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE CAPE TOWN CONTAINER TERMINAL, AS A ONCE OFF SUPPLY.

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

## 9 Specifications

9.1 The service provider shall adhere to the latest amendments and editions of the following standards specification as specified in Table 1, when executing the work of this contract.

All TPT standards and/or specifications shall be complied with where applicable.

- EEAM-Q-006: Structural Steelwork
- EEAM-Q-008: Corrosion Protection
- EEAM-Q-009: Quality Management
- EEAM-Q-013: Commissioning and Management
- Technical Specification of the Mobile Diesel Bowser
- TPT's Contractor S.H.E. Management Specification Guidelines

**Table 1: Specifications**

SBH 9/2/9	General requirements and conditions [Version 9]
SANS 10089-1	The petroleum industry. Part 1: Storage and distribution of petroleum products in above-ground bulk installations. Edition 4.3
SANS 10089-2	The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector
SANS 10131:2004	Above-ground storage tanks for petroleum products
SANS 10231:2014	Transport of dangerous goods by road Operational requirements
SANS 10329	The design and construction of sectional steel tanks for storage of liquids at or above ground level
SANS 10162	Structural use of steel
SANS 310	Storage tank facilities for hazardous chemicals - Above-ground storage tank facilities for flammable, combustible and non-flammable chemicals
SANS 1518	Transport of dangerous goods - Design, construction, testing, approval and maintenance of road vehicles and portable tanks

# Transnet Technical Evaluaiton criteria - Minimum Threshold of 70 points with returnable schedules

TRANSNET PORT TERMINALS

TENDER NUMBER:

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (Reg. No. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT CAPE TOWN CONTAINER TERMINAL AS A ONCE OFF SUPPLY

Technical Evaluation for the Acquisition of Mobile Diesel Bowser at CTCT					
Eligibility Criteria	Description		Returnable Schedule	Criteria	
	The mobile diesel bowser tank shall have a capacity of 12 000L		T2.2-15	Yes/No	
	The inner tank of the mobile diesel bowser shall be manufactured from ASTM A240 304L stainless steel		T2.2-15	Yes/No	
	The tank shall be designed for a maximum allowable working pressure of 38kPa.		T2.2-15	Yes/No	
	Minimum required flow rate of pump at point of delivery: 180 litres/min		T2.2-15	Yes/No	
	The bund tank must be able to contain 110% of the capacity of the fuel tank.		T2.2-15	Yes/No	
	The bund shall not form part of the structure but should be bolted to the frame floor.		T2.2-15	Yes/No	
	A "Graco Series 700 Model 237884", or similar hose reel, fitted with 15-meter-long 1" rubber hose shall be supplied.		T2.2-15	Yes/No	
	The king pin shall be of the bolted type and will contain both SAE 3,5 inch and SAE 2,0 inch pins. The king pin shall be invertible to accommodate the two different pin sizes.		T2.2-15	Yes/No	
	The bowser shall have a 24 volt negative earth system. The power shall be supplied from the bowser truck by means of a two pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent)		T2.2-15	Yes/No	
	Supply of load test certificates		T2.2-15	Yes/No	
	Final colour of the mobile diesel bowser shall be RAL 3020 (red)		T2.2-15	Yes/No	
Evaluation Criteria	Description	Scoring principal	Returnable Schedule	Criteria	Weighting
Technical & Operational	Compliance to Employer's Technical Specification	240 compliant clauses = 100%	T2.2-16	Compliance to Technical Specification	25
		< 240 but > or = 192 compliant clauses = 80%			
		< 192 but > or = 144 compliant clauses = 60%			
		< 144 but > or = 96 compliant clauses = 40%			
		< 96 but > or = 48 compliant clauses = 20%			
		< 48 compliant clauses = 0%			
	Guarantees on Structure	For a guarantee on the structure > or = to 10 years = 100%	T2.2-17	Warrantees and Guarantees offered	10
		For a guarantee on the structure > or = to 8 years but less than 10 years = 80%			
		For a guarantee on the structure > or = to 7 years but less than 8 years = 60%			
		For a guarantee on the structure > or = to 6 years but less than 7 years = 40%			
		For a guarantee on the structure > or = to 5 years but less than 6 years = 20%			
		For a guarantee on the structure < 5 years = 0%			
	Guarantee on components of the mobile diesel bowser (such as hydraulic, mechanical, pneumatics, electrical, controls and other components)	Guarantee on Components of Mobile Diesel bowser > or = 24 months = 100%	T2.2-17	Warrantees and Guarantees offered	10
		Guarantee on Components of Mobile Diesel bowser > or 19 months but < 24 months = 80%			
		Guarantee on Components of Mobile Diesel bowser > or 12 months but < 19 months = 60%			
		Guarantee on Components of Mobile Diesel bowser > or 10 months but < 12 months = 40%			
Guarantee on Components of Mobile Diesel bowser > or 6 months but < 10 months = 20%					
Guarantee on Components of Mobile Diesel bowser < 6 months = 0%					
Corrosion protection compliant with EEAM-Q-008: Corrosion Protection Guarantee	Corrosion Protection Guarantee > or = 10 years = 100%	T2.2-17	Guarantee on Paint	10	
	Corrosion Protection Guarantee > or = 9 years but < 10 years = 80%				
	Corrosion Protection Guarantee > or = 8 years but < 9 years = 60%				
	Corrosion Protection Guarantee > or = 7 years but < 8 years = 40%				
	Corrosion Protection Guarantee > or = 6 years but < 7 years = 20%				
	Corrosion Protection Guarantee < 6 years = 0%				
	Paint thickness > or = 300 microns and at least 3 coats paint = 100%				

	Corrosion Protection compliant with EEAM-Q-008: Paint thickness	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint = 80% Paint thickness > or = 250 but < 270 microns and at least 3 coats paint = 60% Paint thickness > or = 220 but < 250 microns and at least 3 coats paint = 40% Paint thickness > or = 200 but < 220 microns and at least 3 coats paint = 20% Paint thickness < 200 microns or less than 3 coats paint = 0%	T2.2-21	Paint Thickness Number of coats of Paint	5
	<b>Sub-total</b>				<b>60</b>
<b>Track Record</b>	Tenderers are required to demonstrate their experience in the supply of the mobile diesel bowser, as per the specification requirements. Tenderers must provide atleast a minimum of three (3) traceable references for the supply of mobile diesel bowser. The reference should indicate the value and the period of the contract for mobile diesel bowser with a minimum tank capacity of 12 000L supplied by the tenderer over the last 7 years (not older than 7 years). The references must be on the letterhead of the respective company - (i.e traceable current or previous customers).	Five (5) or more References provided meeting requirements = 100% Four (4) References provided meeting requirements = 80% Three (3) References provided meeting requirements = 60% Two (2) References provided meeting requirements = 40% One (1) References provided meeting requirements = 20% References provided not meeting requirements = 0%	T2.2-18	Traceable Reference in company letterhead	20
	<b>Sub-total</b>				<b>20</b>
<b>Lead time</b>	Lead time from contract award to commissioning & handover (end of endurance testing) of mobile diesel bowser.	< or = 9 Months = 100% > 9 Months but < or = 10 Months = 80% > 10 Months but < or = 11 Months = 60% > 11 Months but < or = 12 Months = 40% > 12 Months but < or = 13 Months = 20% > 13 months = 0%	T2.2-19	Lead Time in months	20
	<b>Sub total</b>				<b>20</b>
<b>TOTAL RATING</b>					<b>100</b>
<b>Technical Qualification Threshold = 70%.</b>					

## **Annexure A - Transnet detailed Technical scope of work**

### **Technical specification**

#### **Technical Requirement: 12 000 litre fuel bowser**

#### **1. Scope**

- 1.1 This specification is for diesel fuel bowser fitted with a hydraulic driven fuel pump, suitable for transporting on a terminal truck (internal hauler).
- 1.2 The fuel bowser shall be supplied complete in all respects, including standard equipment supplied by the manufacturer.
- 1.3 The fuel bowser shall comply with local and international standard for portable tanks such as SANS, ISO, DIN, etc.
- 1.4 The bowser shall be designed to be fully compliant to local South African environmental codes and statutes.

#### **2. Operational requirements.**

- 2.1 The fuel bowser will be utilised for replenishing fuel of, amongst others, rubber tyred gantry (RTG) cranes in a container terminal. The nozzle will connect to a 2" refueling pipe on the RTG, which is approximately 600mm above ground level. The refuel pipe on the RTG run up to the sill beam then drops into the tank. The height of the tank inlet is 4m above ground level and the length of the pipe from refuelling nozzle to the tank inlet is approximately 8m.
- 2.2 The refueling operations will take place on the passenger side of the vehicle, therefore all the equipment must be accessible from that side of the bowser.
- 2.3 The fuel bowser must be designed such that refueling, and bowser filling and decanting operations can be achieved from ground level.
- 2.4 A fuel management system as described must be supplied and fitted to the fuel bowser.
- 2.5 The fueling system on the bowser must be designed by the supplier and must conform to all safety requirements as required by law. Full details and a diagram of the complete system, over and above that as called for below, must be furnished.

- 2.6 The centre of gravity of the fully laden bowser must be as low as possible.
- 2.7 The fuel tank flow line and fuel pump shall be designed, and the material selected to be suitable for diesel fuel with high sulphur content of up to 500 ppm and to give a long service life under these conditions.

**3. Design of the bowser**

- 3.1 A General Arrangement drawing of the bowser must be submitted by the *Supplier* for acceptance by the *Purchaser*
- 3.2 A FEA report of the design, executed by a third party appointed by the *Supplier*, shall be supplied. No work shall start on the manufacturing of the bowser until such time that the above documents have been received and accepted by the *Purchaser*

**4. Quality**

- 4.1 The bowser shall be manufactured in general accordance with ISO 9000 Series quality codes.

**5. General requirements**

- 5.1 Minimum capacity of diesel tank: 12 000litres
- 5.2 Minimum required flow rate of pump at point of delivery: 180 litres/min

**6. Below information to be supplied by the manufacture:**

- 6.1 Make and model of fuel bowser offered:
- 6.2 Overall length of fuel bowser
- 6.3 Overall width of fuel bowser
- 6.4 Mass of empty fuel bowser
- 6.5 Mass of fuel bowser fully loaded
- 6.6 Height of the centre of gravity above ground level with bowser fully laden.

**7. Inner tank and fittings**

- 7.1 An Inner tank, manufactured from ASTM A240 304L stainless steel, having a volume of not less than 12 000 litres, must be supplied. If the specified material is not used, the material used in the construction of the tank shall be stated.

- 7.2 The tank must be designed for a maximum allowable working pressure of 38kPa.
- 7.3 The tank must be designed for bottom re-filling
- 7.4 A manhole of sufficient size to allow a person to enter the tank for inspection and cleaning purposes shall be built into the tank.
- 7.5 The manhole shall be fitted with an integral vac-vent valve.
- 7.6 The manhole cover shall be of an approved type which is supplied to the liquid transport industry.
- 7.7 Make and model of manhole which is offered to be supplied
- 7.8 A ladder shall be built into the tank for safe entering during inspections/cleaning.
- 7.9 The tank must be self-supporting and baffled, diagonally and longitudinally. Full details must be supplied.
- 7.10 Internal diameter of the tank shall be stated.
- 7.11 Tan to tan length of the tank shall be stated.
- 7.12 Shell thickness of the tank shall be stated
- 7.13 The tank must be fitted with two flanged excess points of sufficient diameter, for the fitting of accessories. (fuel level indicator, low pressure fuel system sensor, etc.)
- 7.14 A bund shall be constructed around the manhole and the flanged accessory points on top of the tank. Drainpipes from this bund shall be routed to the sump below the pump.

## **8. Bund tank**

- 8.1 The fuel tank must be contained in a leak proof bund tank.
- 8.2 The bund tank must be able to contain 110% of the capacity of the fuel tank.
- 8.3 Details of material used for constructing the bund tank shall be stated.
- 8.4 The bund shall not form part of the structure but should be bolted to the frame floor.

## **9. Tank filling and decanting system**

- 9.1 The system shall be fitted with a "Wiggins JN125" non- pressurized receiver for refueling the bowser tank. It shall be supplied and fitted with all components required for operation.
- 9.2 An API coupling for decanting shall be fitted.
- 9.3 The couplings shall be fitted on a common manifold.
- 9.4 The manifold shall be a one-piece welded construction; flange bolted to the tank.

## **10. Tank to pump piping system**

- 10.1 An emergency shut-off valve shall be fitted where the pipe exits the bund tank.
- 10.2 The operator must be able to close the valve from both sides of the bowser.
- 10.3 A Y-strainer shall be fitted before the pump. The installation must be such that the minimum amount of spillage shall occur when cleaning the strainer.
- 10.4 A flexible high-pressure hose must be fitted between the strainer and the pump.
- 10.5 It must be long enough to absorb any vibrations emitting from the pump.

## **11. Pump mounting frame**

- 11.1 The pump and motor shall be mounted on a sub frame. No pipe supports shall be bolted to this sub frame.
- 11.2 Spillage sump
- 11.3 A stainless-steel spillage sump must be fitted below the sub frame.
- 11.4 The sump must be fitted with a drain valve in an accessible position.
- 11.5 The sump must collect any fluid which is spilled from servicing the filters, the pump and the motor.
- 11.6 The level of fluid in the sump must be visible in order for it to be drained before overflowing.

## **12. Diesel pump**

- 12.1 A sliding vane pump capable of delivering the amount of fuel as stated shall be supplied.
- 12.2 Maximum capacity of the pump
- 12.3 Maximum differential pressure of the pump. Maximum working pressure of the pump.
- 12.4 Maximum speed of the pump.
- 12.5 Operating speed of the pump Capacity at operating speed
- 12.6 Differential pressure at operating speed.
- 12.7 The pump shall be fitted with a manually adjustable internal bypass valve.
- 12.8 The bypass valve shall be easily accessible.

## **13. Pump motor**

- 13.1 A hydraulic motor operated from the truck mounted PTO driven hydraulic pump is required.
- 13.2 The motor shall be rated for the power and speed required by the pump.
- 13.3 Make and model of motor offered to be stated.
- 13.4 Nett power of motor to be stated.
- 13.5 The motor shall be easily accessible for maintenance purposes.

#### **14. Pump to hose reel**

- 14.1 Fuel filters
- 14.2 A "Donaldson HMK25" or similar filtration system shall be installed between the pump and a non-return valve.
- 14.3 If a different filter system to that specified is supplied, the following details must be furnished:
  - Make and model of filter.
  - Working pressure
  - Rated static burst pressure
  - Flow range:
- 14.4 A pressure gauge shall be fitted between the filtration system and the flow meter.

#### **15. Flow meter**

- 15.1 A "Liquid Controls m100-10" or similar asizeable flow meter shall be installed.
- 15.2 If a different flow meter to that specified is supplied, the following details must be furnished: Make and model of flow meter.
- 15.3 The flow meter shall consist of:
  - Strainer
  - Air eliminator
  - Meter register
  - Counter, which must be resettable calibrated in litres with build in totaliser.
  - Preset valve
- 15.4 The flow meter shall be mounted on its own mounting brackets
- 15.5 All the modules shall be accessible for maintenance purposes.
- 15.6 Isolating valves shall be fitted before and after the flow meter.

## **16. Hoses reel**

- 16.1 A "Graco Series 700 Model 237884", or similar hose reel, fitted with 15-meter-long 1" rubber hose shall be supplied.
- 16.2 Full details of the hose reel, if different from that specified, which will be supplied, shall be furnished.
- 16.3 The make and model of the hose reel which will be supplied shall be stated.
- 16.4 The port sizes shall be stated: Inlet and Outlet
- 16.5 The maximum operating pressure shall be stated
- 16.6 The maximum vacuum shall be stated
- 16.7 Details of bearing fitted shall be provided.
- 16.8 The following dimensions of the hose reel shall be furnished:
  - Length
  - Height
  - Width
- 16.9 The mass of the hose reel shall be stated.
- 16.10 Details of the automatic hose rewind mechanism shall be furnished.

## **17. Fuel nozzle**

- 17.1 The supply end of the hose shall be fitted with a "Wiggins ZZ9A1" or similar refueling nozzle, complete with dust cap and Make and model of coupler supplied, other than that called for, shall be stated.
- 17.2 Full details and literature of the couplings offered shall be supplied.
- 17.3 A suitable bracket for storing the nozzle shall be supplied and fitted. The bracket must be designed such that it will not damage the nozzle, will not put any strain on the refuelling hose and will allow the operator to store and retrieve the nozzle without effort.

## **18. Pump compartment**

- 18.1 All fuel dispensing equipment shall be housed in a waterproof lockable compartment.
- 18.2 Sufficient ventilation for the cooling of the pump and equipment must be provided for.

- 18.3 Access steps and safety handrails must be provided where necessary.
- 18.4 All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material and material used shall be stated.
- 18.5 The floor of the compartment must be provided with drain holes to drain any spillage into a sump.
- 18.6 A removable stainless-steel sump shall be fitted below the compartment
- 18.7 The sump must have a watertight seal against the floor.
- 18.8 It shall be fitted with a drain valve of at least 25mm which must be easy accessible.
- 18.9 Fully enclosed, waterproof and lockable, storage facilities, which must be accessible from the sides of the bowser, must be provided.
- 18.10 A compartment big enough to accommodate a complete pollution spill kit must be provided.
- 18.11 The battery must be housed in its own compartment,
- 18.12 Provision must be made for cones and barrier tapes which will be used during every filling of an RTG.
- 18.13 A 10kg fire extinguisher must be fitted on each side of the bowser.

## **19. Fuel piping general**

- 19.1 Piping joints shall be welded and pressure tested for leaks before assembly.
- 19.2 Where It will be impractical to use a welded pipe, the pipes must be connected by flanged couplings.
- 19.3 Screwed piping sections shall be avoided as far as possible and will only be allowed if no other fixing method is viable.
- 19.4 Piping must be supported wherever required using 'U' clamps and rubber pads,
- 19.5 Third party components shall be treated against corrosion after fitment.

## **20. Hydraulic system**

- 20.1 All components in the hydraulic system shall be rated for the capacity required to operate the refueling system efficiently.
- 20.2 Interface with bowser truck
  - The bowser shall be connected to the truck with flat face dry break couplers.

- The couplers shall be bulkhead mounted on the truck cab side of the bowser.

#### 20.3 Hydraulic oil reservoir

- A hydraulic oil reservoir shall be fitted in close proximity of the couplers.
- The tank shall be manufactured from stainless steel.
- The tank shall have sufficient capacity for the operation and for cooling of the oil.
- The capacity of the tank shall be stated.
- The tank shall be bolted to the platform and positioned where it will be easy to be maintained and cannot be damaged.
- The tank shall be baffled in order to divide it between a return section and supply section.

#### 20.4 Filler cap

- A filler cap, complete with a filter screen must be fitted to the tank.
- The make and model of the filler cap which will be supplied

#### 20.5 Breather

- The tank shall be fitted with a spin-on breather.
- The make and model of the breather which will be supplied shall be stated.

#### 20.6 Drain plug

- A drain plug must be fitted in a position where the oil can be easily drained.
- Tank fluid level gauge.
- The tank shall be fitted with a transparent lens type level gauge.
- The make and model of the gauge which will be fitted shall be stated.

#### 20.7 Hydraulic piping

- Stainless steel piping shall be used.
- The pipes shall be secured to the frame with stainless steel clamps.
- Piping joints shall be pressure tested for leaks before assembly.
- Where it will be impractical to use a welded pipe, the pipes must be connected by flanged couplings.
- Screwed piping sections shall be avoided as far as possible and will only be allowed if no other fixing method is viable.

- Third party components shall be treated against corrosion after fitment.

## 21. King Pin

- The king pin shall be of the bolted type and will contain both SAE 3,5 inch and SAE 2,0 inch pins. The king pin shall be invertible to accommodate the two different pin sizes.
- The king-pin mechanical properties shall be: Tensile and shear strength: not less than 6 times the pulling load on the king-pin, Elongation: 13% and Hardness range: 250HB 300HB.
- The king-pin shall be perpendicular (90deg) to the mounting plate with a tolerance of 1degree.
- The bowser structure shall be braced adequately to withstand all stresses at the fifth wheel king-pin.
- The fixed landing legs must be capable to support the trailer with a full load and while fully laden containers are being loaded.
- The load deck must be horizontal when the bowser is resting on the landing legs.
- The landing legs shall be fitted with fixed square 'sand shoe' type bases which will prevent the legs from digging into the pavement when contact is made during traveling.
- The bowser structure shall be designed such that all load bearing members are of one continuous length. Where joints are necessary, these joints shall be full penetration butt-welded joints subjected to 100% radiography.
- The bowser will be towed by the terminal trucks (haulers)



Figure 1. Sample of the latching structure

## **22. Bowser electrical system**

- 22.1 A 24 volt negative earth system is required,
- 22.2 Power shall be supplied from the bowser truck by means of a two pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent)

## **23. Batteries**

- Heavy duty 12/16volt batteries must be supplied and fitted in a suitable lockable corrosion proof battery carrier or tray. Details of battery carrier to be supplied. The batteries will operate the working lights and the fuel metering and data system.
- The rating of the batteries shall be stated.
- The batteries must not be installed in the pump compartment, and it must be accessible from the top for easy maintenance,
- A battery isolating switch must be fitted.

## **24. Working lights**

- 24.1 The bowser shall be fitted with working lights located in the following positions: Two inside the accessory compartment with two on each side of the bowser to illuminate the operating areas.
- 24.2 Two amber strobe lights operated from a switch must be fitted on top of the bowser on each end.
- 24.3 A separate fuse panel/trip switch box, which must be easily accessible, must be fitted for this system,
- 24.4 Electronic components must be protected from the surge in power whilst jump starting. Details of the protection system used shall be furnished.
- 24.5 All electrical components must have a minimum enclosure protection of IP65.
- 24.6 All electric wiring must be colour coded, grommeted, sleeved, trunked and securely clamped.

## **25. Instrumentation**

- 25.1 All Instruments or gauges fitted shall be clearly visible to the operator at all times.
- 25.2 All instruments and gauges that will be fitted shall be listed and the function thereof fully described separately.

## **26. Fuel management system (FMS)**

- 26.1 The fuel management system fitted shall be "Micro-Alert Fuel-Tech" or similar,
- 26.2 The system shall operate of 24V dc.
- 26.3 Scanning equipment:
  - An IP 65 bar code scanner having a reach of 6m must be supplied. The scanner must be stored in the FMS control cabinet.
  - Bar code identification tags shall be supplied and installed, by the Supplier, on the equipment which will be refueled with the system.
  - The quantity required is reflected in the Pricing Schedule.
  - The computer must be programmed with the bar codes and relevant data required for reporting.
  - The control system shall be housed in a stainless-steel weatherproof housing which must be accessible from the outside of the bowser.
  - A solenoid valve to regulate the flow of the fuel must be fitted.
  - The control unit must be connected to a sizeable flow meter to record the fuel delivery data.
- 26.4 Amongst others, the system must record the following information:
  - Vehicle identity, with the bar code scanner, which will receive fuel.
  - Operator who executed the operation.
  - Hour meter / Odometer reading which will be punched-in on a keypad by the operator.
  - Start time / end time of the pumping operation:
  - Quantity of fuel transferred to the RTG:
- 26.5 Once the transaction is completed, the data must be stored on a non-volatile memory for processing at a later stage.
- 26.6 The system must be able to transfer transactions, dip readings, error logs and interim files to the Supplier's server.

- 26.7 A data base with a list of all the vehicles and their parameters shall be created by the Supplier
- 26.8 From the data base it must be possible to obtain fuel consumption information,
- 26.9 The data base must be able to create reports and to point out any exceptions that needs the Purchaser's attention.
- 26.10 The FMS must be connected directly to the battery in order to power the computer even if the isolating switch is turned off. A separate isolating switch must be supplied for the FMS and this must be located in the FMS box.

## **27. Safety features**

- 27.1 The following safety features shall be fitted to the bowser:
- 27.2 The main fuel supply pipe from the tank shall be fitted with a shut-off cock which the operator must be able to close from outside on both sides of the bowser.
- 27.3 The operator must be able to shut the motor off from outside the pump compartment.
- 27.4 Note that the truck brakes will be automatically applied once the PTO is operational. This will prevent the truck from moving while refueling is taking place.
- 27.5 Note that the truck brakes will be automatically applied once the PTO is operational. This will prevent the truck from moving while refueling is taking place.
- 27.6 Type of couplings for brakes (i.e. PBR quick release type couplings or palm type couplings)
- 27.7 All electrical components in the compartment must be shielded to prevent contact with fuel in the event of a pipe failure.
- 27.8 Fire extinguishers:
- Four 9kg fire extinguishers, suitable for in flammability classes A, B and C shall be supplied.
  - The fire extinguishers shall be mounted at the corners of the bowser in easily accessible positions.

## **28. Spill kit**

- A spill kit suitable to clean up a spill of approximately 60 litres shall be supplied and housed in a waterproof compartment on the side of the bowser.

- The kit shall comprise at least of the following:
- 30 litres Biozorb peat fibre.
- 2m Biozorb boom.
- Biozorb cushion.
- 15 off 200gram oil absorbent pads.
- One pair gloves and mask,
- One pair anti-mist goggle,
- Three heavy duty disposal bags and ties.
- One each spark proof broom and shovel.

## **29. Painting**

- 29.1 The bowser offered will operate in a marine environment subject to the following conditions:
- Altitude: Sea level
  - Ambient temperature: 5 - 45 °C
  - Relative humidity: Frequently 100%
  - Air pollution: Heavy saline, dust laden and industrial fumes
- 29.2 The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for.
- 29.3 Full details of the manufacturer's specification and procedures shall be supplied.
- 29.4 The total paint daft shall not be less than 250µm.
- 29.5 The colour scheme of the fuel bowser shall be as follows:
- 29.6 The bowser: RAL 3020 (Traffic red) and not Transnet White (RAL 9016)
- 29.7 No other colours will be accepted.
- 29.8 All joints on the chassis must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.
- 29.9 Drain holes must be provided in areas where water can accumulate.
- 29.10 All paintwork must carry a minimum five-year warrantee against corrosion.
- 29.11 All aluminum components shall be suitably protected with an approved corrosion inhibitor.
- 29.12 All fasteners used in the construction of the bowser shall be stainless steel. The only exclusion will be fasteners used on parts supplied by OEM's.

29.13 All electronic, electrical and hydraulic components shall be suitable and treated for use in tropical climate where rapid changes in weather conditions produce severe moisture condensation problems. The components shall be capable of withstanding the highly corrosive effects of the moist, saline atmosphere. All electrical components not installed in controlled environments must have a minimum enclosure protection of IP65.

### **30. Signage and markings**

- 30.1 A durable plate stating the maximum tank capacity in litres shall be fitted above the refueling manifold,
- 30.2 Product recognition plates shall be fitted.
- 30.3 A data plate displaying the tank data shall be fitted on the bowser.
- 30.4 A data plate displaying the container frame data shall be fitted on the bowser.
- 30.5 Warning stickers shall be provided at all locations on the bowser that impose a danger.
- 30.6 Information stickers in specific locations to assist the operating and maintenance staff with the operation / maintenance of the bowser shall be supplied.
- 30.7 Retro-reflective tape shall be fitted to both sides and the rear of the bowser.
- 30.8 Provision must be made for the application of the Purchaser's logos and other information normally displayed on this type of equipment,
- 30.9 Purchaser's logo
- 30.10 An electronic file will be made available to the Supplier for the construction of the logo.
- 30.11 The logo shall be applied on a flat back plate of non-corrosive metal in a frame of the same material.
- 30.12 The colour of the background and frame shall be RAL 3020 (Traffic red).
- 30.13 The colour of the logo and lettering shall be RAL 9016 (Traffic white)
- 30.14 The logo shall be fixed to the container wall with suitably sized stainless-steel fasteners.

### **31. Lubrication**

- 31.1 A list of all recommended lubricants and oils and the associated application shall be

furnished by the supplier before the bowser is delivered. (IN DATA BOOK)

31.2 The bowser must be fitted with a manual greasing system.

31.3 Grease points must be clearly marked by means of:

- a red circle on graphite grey and
- white circle on traffic red, of approximately 2,5 cm in diameter.

## **32. Tools**

32.1 A list giving a breakdown of the tools which will be supplied with the bowser shall be submitted.

32.2 Any special tools, if required, shall be listed and the supply thereof included in the price.

## **33. Spares**

33.1 Any spares recommended as being necessary to cover the first year's operation shall be detailed and quoted for separately under the heading "Recommended Spares".

33.2 All components shall be selected such that local agents are available and the spares are freely available in South Africa.

33.3 The name and address of the company who will be responsible for carrying spares and the repair of defects during the warranty period shall be stated.

33.4 Training

33.5 Operator and maintenance staff must be trained in the operation and the maintenance of the bowser.

33.6 Training must commence once the bowser has been tested and accepted.

33.7 A name list of the personnel which must receive training will be provided by Transnet 5 days before training commences.

33.8 The list will include ID and employee numbers. Where applicable, driver license numbers or any other form of license of which the employee is in position will also be provided.

## **34. Operators**

34.1 The maximum number of operators which can be trained per session must be stated.

34.2 The minimum qualifications of trainees must be stated.

- 34.3 The minimum license required by the trainees must be stated, e.g. EB
- 34.4 The duration of theoretical training must be stated
- 34.5 The duration of practical training must be stated.

### **35. Maintenance personnel**

- 35.1 The maximum number of maintenance personnel which can be trained per session must be stated.
- 35.2 The minimum qualifications of trainees must be stated.
- 35.3 The minimum license required by the trainee must be stated, e.g. EB
- 35.4 The duration of theoretical training must be stated,
- 35.5 The duration of practical training must be stated,
- 35.6 Facilities required for theoretical training must be stated.
- 35.7 Facilities required for practical training must be stated.
- 35.8 Where possible, training facilities can be made available by the Purchaser
- 35.9 One complete set of the theoretical training material which will be used must be submitted at least two weeks before training.
- 35.10 A description on the practical training which will be done must be submitted at least two weeks before training starts.
- 35.11 An agenda, detailing the training program, must be submitted at least two weeks before training starts,
- 35.12 If any lecture documentation is handed to the trainees, the documents must be listed on a receipt document. A separate document must be supplied for each trainee. The trainee must sign the document.
- 35.13 The attendance registers and receipt documents must be forwarded to the Purchaser's representative after completion of the training.
- 35.14 All certificates issued must be forwarded to the Purchaser's representative.

### **36. Data Book**

- 36.1 A complete Data Book shall be supplied with each bowser.
- 36.2 Document to be included in the Data Book shall at least comprise off the following:
  - Tank design calculations:
  - Welding procedure specifications

- Radio graphic test report
- Dye penetration test certificate
- Signed off quality control check list
- Material certificates,
- Recommended lubricant list
- List with part numbers of all consumables, e.g. filters etc.
- Equipment warrantee certificates
- Paint warranty certificate

### **37. Literature**

- 37.1 A complete set of manufacturing drawings, signed off by a Professional Engineer, shall be supplied, both in hard copy and electronic format.
- 37.2 A copy of the complete bowser assembly in a 3D CAD native file must be supplied. (IGES, step)
- 37.3 Maintenance and operating instructions handbooks. The maintenance portion shall include comprehensive data on servicing, fault finding, repair procedures and full particulars with diagrams of how the bowser functions must be supplied. Technical literature which will enable engineering staff to be fully informed on electrical, hydraulic, mechanical and pneumatic systems must be Included.
- 37.4 Parts catalogues for the bowser and all equipment installed on it must be supplied. The parts listed in the parts catalogues are to be itemised and fully described, preferably illustrated,
- 37.5 Workshop repair manual for the bowser and all equipment Installed on it must be supplied. The manuals shall include wiring, pneumatic and hydraulic diagrams.
- 37.6 All of the above literature must also be supplied in electronic format (PDF preferred) in separate files.

### **38. General**

- 38.1 Minor details of construction and materials, which are not specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of these items.
- 38.2 Any Item which is required, but of which the specification is not detailed, shall be

supplied providing the relevant specifications and details of such item has been submitted by the Supplier and accepted by the Purchasers Representative.

- 38.3 The bowser shall be delivered certified and ready for use.
- 38.4 The bowser shall be guaranteed for a minimum of 12 months. Electrical, mechanical and hydraulic systems must be included in the guarantee,
- 38.5 The bowser and all its components, including fasteners, shall be to I.S.O. Metric Standards, and Instrumentation gauges, dials, etc. shall be graduated in System International (S.I.) units
- 38.6 In order to standardise on spares, the use of alternative components to that offered may be requested.

### **39. Inspection before delivery**

- 39.1 The Purchaser reserves the right to carry out inspection on any item of equipment and work at any time during manufacturing at the manufacturer's works and to be present at any test.
- 39.2 The bowser will be subjected to an inspection by the Purchaser's Representative. If any component on the bowser is rejected during this inspection, it shall be repaired or replaced by the Supplier to the satisfaction of the Purchaser. It will then be subjected to another acceptance inspection by the Purchaser.
- 39.3 Once the final Inspection has been passed, a performance test will be conducted.

### **40. Performance test before delivery**

- 40.1 The Supplier will be required to show practically and analytically that the components fitted can repeat the duty cycle continuously at rated capacity, without over heating or unduly breaking down.
- 40.2 All consumables required for the performance tests, e.g. fuel, as well as the operators shall be provided by the Supplier
- 40.3 The bowser must be tested by the Supplier, witnessed by the Purchaser's Representative.
- 40.4 API test results will be measured against the technical specifications of the relevant components/systems.
- 40.5 Details of the testing protocol, with results which must be obtained, must be furnished

and shall Include at least the following:

- Flow rates
- Pressure at flow rates

40.6 Once the test is completed successfully, the bowser shall be subjected to a one-hour test at full capacity.

40.7 When the above tests have been completed successfully, the bowser shall be delivered to its destination.

#### **41. Inspection after delivery**

41.1 After delivery, but before acceptance of the goods, the bowser will be inspected again to ensure that no damage occurred during the delivery process.

41.2 The bowser will be subjected to an inspection by the Purchaser's Representative. If any component on the bowser is rejected during this inspection, it shall be repaired or replaced by the Supplier to the satisfaction of the Purchaser. It will then be subjected to another acceptance Inspection by the Purchaser.

41.3 Once the inspection has been passed, an acceptance test will be conducted.

#### **42. Acceptance testing**

42.1 All consumables required for the acceptance tests, e.g. fuel, as well as the operators shall be provided by the Supplier.

42.2 The acceptance test must be witnessed by the Purchaser's Representative.

42.3 All test results will be measured against the technical specifications of the relevant components/systems.

42.4 Details of the testing protocol, with results which must be obtained, must be furnished.

42.5 The bowser will be placed on the bowser truck, and all the interfaces between them will be tested.

42.6 Once the test is completed successfully, the bowser shall be subjected to a two-hour test at full capacity.

42.7 Additional test which will be done Include:

- The complete process of refueling of RTG's
- The capture of data

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>Mobile Diesel Bowser</b>	<b>Compliance to Eligibility Criteria</b>	<b>Tender Schedule: T2.2-15</b>
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for the Mobile Diesel Bowser.

\* Failure to comply to the list in this schedule, will exclude the Tenderer from consideration.

<b>Parameters for Mobile Diesel Bowser</b>	<b>Comply (Yes/No)</b>
The mobile diesel bowser tank shall have a capacity of 12 000L	
The inner tank of the mobile diesel bowser shall be manufactured from ASTM A240 304L stainless steel	
The tank shall be designed for a maximum allowable working pressure of 38kPa.	
Minimum required flow rate of pump at point of delivery: 180 litres/min	
The bund tank must be able to contain 110% of the capacity of the fuel tank.	
The bund shall not form part of the structure but should be bolted to the frame floor.	
A "Graco Series 700 Model 237884", or similar hose reel, fitted with 15-meter-long 1" rubber hose shall be supplied.	
The king pin shall be of the bolted type and will contain both SAE 3,5 inch and SAE 2,0 inch pins. The king pin shall be invertible to accommodate the two different pin sizes.	
The bowser shall have a 24 volt negative earth system. The power shall be supplied from the bowser truck by means of a two pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent)	
Supply of load test certificates	
Final color of the mobile diesel bowser shall be RAL 3020 (red)	

Evidence required for the above is the service provider's Mobile Diesel Bowser's specification, based on the previous completed projects of the similar nature.

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

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

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>Mobile Diesel Bowser</b>	<b>Compliance to Employer's Technical Specification</b>	<b>Tender Schedule: T2.2-16</b>
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**Tenderers are to complete the attached schedule indicating their compliance to each clause of the Technical Specification together with comments regarding their compliance or non-compliance. Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification of Mobile Diesel Bowser. Elements of this document not completed will be deemed as the Tenderer not complying. The Tenderer's sign-off at the bottom is deemed confirmation that this document has been read in conjunction with the Technical Specification.**

<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant)</u>
<b>1. Scope</b>		
1.1		
1.2		
1.3		
1.4		
<b>2. Operational Requirements</b>		
2.1		
2.2		
2.3		
2.4		
2.5		
2.6		
2.7		
<b>3. Design of the Bowser</b>		
3.1		
3.2		
<b>4. Quality</b>		
4.1		
<b>5. General Requirements</b>		
5.1		
5.2		
<b>6. Below Information to be Supplied by the Manufacture</b>		
6.1		
6.2		
6.3		
6.4		
6.5		
6.6		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>7. Inner Tank and Fittings</b>		
7.1		
7.2		
7.3		
7.4		
7.5		
7.6		
7.7		
7.8		
7.9		
7.10		
7.11		
7.12		
7.13		
7.14		
<b>8. Bund Tank</b>		
8.1		
8.2		
8.3		
8.4		
<b>9. Tank Filling and Decanting System</b>		
9.1		
9.2		
9.3		
9.4		
<b>10. Tank to Pump Piping System</b>		
10.1		
10.2		
10.3		
10.4		
10.5		
<b>11. Pump Mounting Frame</b>		
11.1		
11.2		
11.3		
11.4		
11.5		
11.6		
<b>12. Diesel Pump</b>		
12.1		
12.2		
12.3		
12.4		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

12.5		
12.6		
12.7		
12.8		
<b>13. Pump Motor</b>		
13.1		
13.2		
13.3		
13.4		
13.5		
<b>14. Pump to Hose Reel</b>		
14.1		
14.2		
14.3		
14.4		
<b>15. Flow Meter</b>		
15.1		
15.2		
15.3		
15.4		
15.5		
15.6		
<b>16. Hoses Reel</b>		
16.1		
16.2		
16.3		
16.4		
16.5		
16.6		
16.7		
16.8		
16.9		
16.10		
<b>17. Fuel Nozzle</b>		
17.1		
17.2		
17.3		
<b>18. Pump Compartment</b>		
18.1		
18.2		
18.3		
18.4		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

18.5		
18.6		
18.7		
18.8		
18.9		
18.10		
18.11		
18.12		
18.13		
<b>19. Fuel Piping General</b>		
19.1		
19.2		
19.3		
19.4		
19.5		
<b>20. Hydraulic System</b>		
20.1		
20.2		
20.3		
20.4		
20.5		
20.6		
20.7		
<b>21. Hydraulic System</b>		
21		
<b>22. Bowser Electrical System</b>		
22.1		
22.2		
<b>23. Batteries</b>		
23		
<b>24. Working Lights</b>		
24.1		
24.2		
24.3		
24.4		
24.5		
24.6		
<b>25. Instrumentation</b>		
25.1		
25.2		
<b>26. Fuel Management System (FMS)</b>		
26.1		
26.2		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

26.3		
26.4		
26.5		
26.5		
26.6		
26.7		
26.8		
26.9		
26.10		
<b>27. Safety Features</b>		
27.1		
27.2		
27.3		
27.4		
27.5		
27.5		
27.6		
27.7		
27.8		
<b>28. Spill Kit</b>		
28		
<b>29. Painting</b>		
29.1		
29.2		
29.3		
29.4		
29.5		
29.6		
29.7		
29.8		
29.9		
29.10		
29.11		
29.12		
29.13		
<b>30. Signage and Markings</b>		
30.1		
30.2		
30.3		
30.4		
30.5		
30.6		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

30.7		
30.8		
30.9		
30.10		
30.11		
30.12		
30.13		
30.14		
<b>31. Lubrication</b>		
31.1		
31.2		
31.3		
<b>32. Tools</b>		
32.1		
32.2		
<b>33. Spares</b>		
33.1		
33.2		
33.3		
33.4		
33.5		
33.6		
33.7		
33.8		
<b>34. Operators</b>		
34.1		
34.2		
34.3		
34.4		
34.5		
<b>35. Maintenance Personnel</b>		
35.1		
35.2		
35.3		
35.4		
35.5		
35.6		
35.7		
35.8		
35.8		
35.9		
35.10		
35.11		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT202303001224165RFP

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

35.12		
35.13		
35.14		
<b>36. Data Book</b>		
36.1		
36.2		
<b>37. Literature</b>		
37.1		
37.2		
37.3		
37.4		
37.5		
37.6		
<b>38. General</b>		
38.1		
38.2		
38.3		
38.4		
38.5		
38.6		
<b>39. Inspection Before Delivery</b>		
39.1		
39.2		
39.3		
<b>40. Performance Test Before Delivery</b>		
40.1		
40.2		
40.3		
40.4		
40.5		
40.6		
40.7		
<b>41. Inspection After Delivery</b>		
41.1		
41.2		
41.3		
<b>42. Performance Test Before Delivery</b>		
42.1		
42.2		
43.3		
42.4		
42.5		

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

42.6		
42.7		

The Scoring principle for the Compliance to Employer's Technical Specification will be as follows

<b>Weighting 25 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Compliance to Employer's Technical Specification</b>
100%	240 compliant clauses
80%	<240 but > or = 192 compliant clauses
60%	<192 but > or = 144 compliant clauses
40%	<144 but > or = 96 compliant clauses
20%	<96 but > or = 48 compliant clauses
0%	<48 compliant clauses

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

<b>Mobile Diesel Bowser</b>	<b>Guarantees and Warranties</b>	<b>Tender Schedule: T2.2-17</b>
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The extent of guarantees and warranties in excess of **5 years or 60 months** on the structure and in excess of the standard **1 year or 12 months** that can be offered by the Tenderer on electrical, mechanical, hydraulic, pneumatic, electronic and other components. Plant will play an important role in the evaluation of the tenders. Compliance of the corrosion protection to Employer's specification EEAM-Q-008 is critical.

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

The Tenderer must also clearly indicate what technical support would be available from them after Completion of the Works. The Tenderer must also state the lead time (after request from Employer) for technical support that may be required on site during the first year of operations of the mobile diesel bowser.

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

Item	Guarantee Offered	Description of Guarantee
Guarantee on components of the mobile diesel bowser (such as hydraulic, mechanical, pneumatics, electrical, controls and other components)		
Structure		
Corrosion protection compliant with EEAM-Q-008: Guarantee		

Other Value Adding Services / Support Offered

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

The scoring principle of guarantees and warranties on the structure will be as follows:

<b>Weighting 10 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Guarantees and warranties of the Mobile Diesel Bowser Structure</b>
0%	For a guarantee on the structure < 5 years
20%	For a guarantee on the structure > or = to 5 years but less than 6 years
40%	For a guarantee on the structure > or = to 6 years but less than 7 years
60%	For a guarantee on the structure > or = to 7 years but less than 8 years
80%	For a guarantee on the structure > or = to 8 years but less than 9 years
100%	For a guarantee on the structure > or = to 10 years

The scoring principle for guarantee on components of the mobile diesel bowser (such as hydraulic, mechanical, electrical, pneumatics, electronics, controls and other components) will be as follows:

<b>Weighting 10 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Guarantee and Warranties on Components of Mobile Diesel Bowser</b>
100%	Guarantee on Components of Diesel bowser > or = 24 months
80%	Guarantee on Components of Diesel bowser > or 19 months but < 24 months
60%	Guarantee on Components of Diesel bowser > or 12 months but < 19 months
40%	Guarantee on Components of Diesel bowser > or 10 months but < 12 months
20%	Guarantee on Components of Diesel bowser > or 6 months but < 10 months
0%	Guarantee on Components of Diesel bowser < 6 months

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

The scoring principle of guarantees and warranties for Corrosion Protection compliance with EEAM-Q-008: will be as follows:

<b>Weight 10 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Number of years guarantees and warranties of Corrosion Protection</b>
100%	Corrosion Protection Guarantee > or = 10 years
80%	Corrosion Protection Guarantee > or = 9 years but < 10 years
60%	Corrosion Protection Guarantee > or = 8 years but < 9 years
40%	Corrosion Protection Guarantee > or = 7 years but < 8 years
20%	Corrosion Protection Guarantee > or = 6 years but < 7 years
0%	Corrosion Protection Guarantee < 6 years = 0

Signed

Date

.....

Name

Designation

.....

Tenderer

.....

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

## T2.2-18: Previous Experience – Track Record

Tenderers are required to demonstrate their experience in the supply of the mobile diesel bowser, as per the specification requirements. Tenderers must provide atleast three (3) traceable references for the supply of mobile diesel bowser. The reference should indicate the quantity of atleast 5 mobile diesel bowzers with a minimum tank capacity of atleast 12 000L supplied by the tenderer over the last 7 years (not older than 7 years).

The references must be on the letterhead of the respective company - (i.e traceable current or previous customers).

#	Name of Previous Customer	Contact Details	No. of Units	Year
1				
2				
3				
4				
5				

The Scoring principle for a track record will as follows

<b>Weighting 20 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Track record for the supply of mobile diesel bowser (within 7 years)</b>
100%	Five (5) or more References provided meeting requirements
80%	Four (4) References provided meeting requirements
60%	Three (3) References provided meeting requirements
40%	Two (2) References provided meeting requirements
20%	One (1) References provided meeting requirements
0%	References provided not meeting requirements

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN, CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>Mobile diesel bowser</b>	<b>Delivery Lead Time</b>	<b>Tender Schedule: T2.2-19</b>
-----------------------------	---------------------------	-------------------------------------

The Tenderer must submit a holistic programme for the delivery of the mobile diesel bowser, showing the duration and location of each major related activity eg. Shipping / Customs Release (if applicable) / Configuration / Delivery.

The programme must clearly indicate key dates for progress measurements and/or payments due.

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

Lead time from contract award to commissioning & handover (end of endurance testing) of mobile diesel bowser.

**Activity**

**Duration (Weeks)**

Order placement to shipping date (if applicable)

\_\_\_\_\_

Order placement to site delivery

\_\_\_\_\_

The scoring principle for delivery lead time will be as follows:

<b>Weighting 20 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Delivery Lead Time for the Mobile Diesel Bowser</b>
100%	< or = 9 Months
80%	> 9 Months but < or = 10 Months
60%	> 10 Months but < or = 11 Months
40%	> 11 Months but < or = 12 Months
20%	> 12 Months but < or = 13 Months
0%	> 13 months

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer:

\_\_\_\_\_

TRANSNET PORT TERMINALS  
TENDER NUMBER: TPT/2025/05/0005/96987/RFQ  
DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>Mobile Diesel Bowser</b>	<b>Supplier's Specifications</b>	<b>Tender Schedule: T2.2-20</b>
-----------------------------	----------------------------------	-------------------------------------

Tenderers are to list in this schedule all specifications applicable to the mobile diesel bowser

	Value / Detail	Comments
Tank capacity of mobile diesel bowser (L)		
Load centre for rated capacity (mm)		
The inner tank of the mobile diesel bowser shall be manufactured from ASTM A240 304L stainless steel (Yes/No)		
Maximum allowable working pressure for the tank (kPa)		
Minimum flow rate of pump at point of delivery (litres/min)		
The bund tank can contain 110% of the capacity of the fuel tank (Yes/No)		
The bund is bolted to the frame floor and does not form part of the structure (Yes/No)		
Hose reel length (m)		
<b>Hose reel type</b>		
<b>King Pin:</b>		
<ul style="list-style-type: none"> <li>• Pin is a bolted type (Yes/No)</li> </ul>		
<ul style="list-style-type: none"> <li>• Pin must contain both SAE 3,5 inch and SAE 2,0 inch pins.</li> </ul>		
<ul style="list-style-type: none"> <li>• The king pin shall be invertible to accommodate the two different pin sizes.</li> </ul>		
<b>Electrical System:</b>		
<ul style="list-style-type: none"> <li>• Negative earth system for the bowser (volt)</li> </ul>		
<ul style="list-style-type: none"> <li>• The power is supplied from the bowser truck by means of a two pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent) (Yes/No)</li> </ul>		
<b>Corrosion Protection:</b>		
<ul style="list-style-type: none"> <li>• Number of Coats of Paint</li> </ul>		
<ul style="list-style-type: none"> <li>• Minimum overall Paint Thickness</li> </ul>		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<ul style="list-style-type: none"> <li>Final colour of the mobile diesel bowser</li> </ul>		
Supply of load test certificates		
<b>Other "Value-add" systems; designs; innovations</b>		
1.		
2.		
3.		
4.		
5.		

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS  
TENDER NUMBER: TPT/2025/05/0005/96987/RFQ  
DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>Mobile Diesel Bowser</b>	<b>Compliance to EEAM-Q-008 Paint Thickness and number of coats</b>	<b>Tender Schedule: T2.2-21</b>
-----------------------------	---	---------------------------------

The Tenderer is required to comply to EEAM-Q-008 Paint Thickness and number of coats

<b>Parameter for Mobile diesel bowser</b>	<b>Value / Detail</b>	<b>Comments</b>
Number of Coats of Paint		
Minimum overall Paint Thickness		

The scoring principle for Corrosion Protection compliant with EEAM-Q-008, Paint Thickness will be as follows:

<b>Weighting 5 of Technical Evaluation Criteria Score</b>	
<b>Score</b>	<b>Compliance to EEAM-Q-008 Paint Thickness and number of coats</b>
100%	Paint thickness > or = 300 microns and at least 3 coats paint
80%	Paint thickness > or = 270 but < 300 microns and at least 3 coats paint
60%	Paint thickness > or = 250 but < 270 microns and at least 3 coats paint
40%	Paint thickness > or = 220 but < 250 microns and at least 3 coats paint
20%	Paint thickness > or = 200 but < 220 microns and at least 3 coats paint
0%	Paint thickness < 200 microns or less than 3 coats paint

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

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

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: SUPPLY AND DELIVERY OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE PORT OF CAPE TOWN CONTAINER TERMINALS (CTCT), AS A ONCE OFF SUPPLY

<b>MOBILE DIESEL BOWSER</b>	<b>Recommended Maintenance Spares List</b>	<b>Tender Schedule: T2.2- 22</b>
-----------------------------	--	----------------------------------

**Note to Tenderer:**

Tenderers are to complete this schedule with regards to provide a priced recommended maintenance (planned) spares list as recommended by OEM Mobile Diesel Bowser for the first three (3) years of operation.

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

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

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
Etc.	Additional page/s to be added to supply comprehensive list				

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE CAPE TOWN CONTAINER TERMINAL, AS A ONCE OFF SUPPLY.

<b>Mobile Diesel Bowser</b>	<b>Recommended Critical Spares List</b>	<b>Tender Schedule: T2.2-25</b>
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**Note to Tenderer:**

Tenderers are to complete this schedule with regards to recommended critical spares to support the Mobile Diesel Bowser as a once off on the delivery of equipment.

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

#	Description	Supplier	Locally Avail (Yes/No)	Delivery Lead Time	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
Etc.	Additional page/s to be added to supply comprehensive list				

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF MOBILE DIESEL BOWSER FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT THE CAPE TOWN CONTAINER TERMINAL, AS A ONCE OFF SUPPLY.

---

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_





## 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	<p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X3: Multiple currencies</b></p> <p><b>X4: Parent company guarantee</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance bond</b></p> <p><b>X14: Advanced payment to the <i>Supplier</i></b></p> <p><b>X17: Low performance damages</b></p> <p><b>X20: Key Performance Indicators</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	<b>Transnet SOC Ltd (Reg no. 1990/000900/30)</b>
	Address	<b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
11.2(13)	The <i>goods</i> are	[•]
11.2(13)	The <i>services</i> are	[•]
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Supply and all documents and</b>



		<b>drawings to which it makes reference.</b>																					
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>																					
13.1	The <i>language of this contract</i> is	<b>English</b>																					
13.3	The <i>period for reply</i> is	<b>[3] 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>[•]</b>																					
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 75%; text-align: left;"><i>goods and services</i></th> <th style="width: 20%; text-align: left;"><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Manufacture, supply and delivery, testing and commissioning of mobile diesel bowser</td> <td>9 months</td> </tr> <tr> <td>2</td> <td>The training of maintenance personnel at CTCT</td> <td>[•]</td> </tr> <tr> <td>3</td> <td>Provide a priced option for a full maintenance contract for 3 years, to service and maintain the Diesel bowser</td> <td>[•]</td> </tr> <tr> <td>4</td> <td>Provide a priced recommended maintenance(planned) spares list as recommended by OEM FOR Diesel bowser for the first three (3) years of operation.</td> <td></td> </tr> <tr> <td>5</td> <td>Prices of spare to be valid for one year</td> <td></td> </tr> <tr> <td>6</td> <td>Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.</td> <td></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	Manufacture, supply and delivery, testing and commissioning of mobile diesel bowser	9 months	2	The training of maintenance personnel at CTCT	[•]	3	Provide a priced option for a full maintenance contract for 3 years, to service and maintain the Diesel bowser	[•]	4	Provide a priced recommended maintenance(planned) spares list as recommended by OEM FOR Diesel bowser for the first three (3) years of operation.		5	Prices of spare to be valid for one year		6	Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.	
	<i>goods and services</i>	<i>delivery date</i>																					
1	Manufacture, supply and delivery, testing and commissioning of mobile diesel bowser	9 months																					
2	The training of maintenance personnel at CTCT	[•]																					
3	Provide a priced option for a full maintenance contract for 3 years, to service and maintain the Diesel bowser	[•]																					
4	Provide a priced recommended maintenance(planned) spares list as recommended by OEM FOR Diesel bowser for the first three (3) years of operation.																						
5	Prices of spare to be valid for one year																						
6	Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.																						
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	<b>[no data required]</b>																					
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>[3] weeks of the Contract Date.</b>																					
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>[4] weeks.</b>																					



<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>[•] weeks after Delivery.</b>
43.2	The <i>defect correction period</i> is	<b>[•] weeks</b>
	except that the <i>defect correction period</i> for	<b>[•] is [•] weeks</b>
	and the <i>defect correction period</i> for	<b>[•] is [•] weeks</b>
42.2	The <i>defects access period</i> is	<b>[•] days</b>
	except that the <i>defect access period</i> for	<b>[•] is [•]</b>
	and the <i>defect access period</i> for	<b>[•] is [•]</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly	<b>On the 25<sup>th</sup> of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>1. [•]</b> <b>2. [•]</b> <b>3. [•]</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	<b>[•]</b>
	Cover / indemnity is	<b>[•]</b>
	The deductibles are	<b>[•]</b>
	2. Insurance against	<b>[•]</b>
	Cover / indemnity is	<b>[•]</b>
	The deductibles are	<b>[•]</b>
84.1	The <i>Purchaser</i> provides these additional insurances	<b>[•]</b>



	1. Insurance against	[•]
	Cover / indemnity is	[•]
	The deductibles are	[•]
84.1	The <i>Supplier</i> provides these additional insurances	
	1. Insurance against	
	Cover / indemnity is	[•]
	The deductibles are	[•]
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	[•]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract for any one event is:	<b>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)..</b>
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>R0.0 (zero Rand)</b>
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<b>Total of the Prices</b>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices</b>
88.5	The <i>end of liability date</i> is	<b>2/3 years after Delivery of the whole of the <i>goods</i> and <i>services</i>.</b>



## 9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	<b>Either, state the name of the person selected &amp; complete the contact details below Or, state the person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.</b>
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of The Association of Arbitrators (Southern Africa)</b>
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).</b>
94.4(5)	The place where arbitration is to be held is	[•] <b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	

## 10 Data for Option clauses

### X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		<b>0.</b>	[•]	[•]
		<b>0.</b>	[•]	[•]
		<b>0.</b>	[•]	[•]
		<b>0.</b>	[•]	[•]
		<b>0.</b>	[•]	[•]
		[•]	<b>non-adjustable</b>	
		<b>1.00</b>		



<b>X2</b>	<b>Changes in the law</b>		
X2.1	A change in the law of	<b>[•] is a compensation event if it occurs after the Contract Date</b>	
<b>X3</b>	<b>Multiple currencies</b>		
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	<b>Items</b>	<b>Other currency</b>
		[•]	
		[•]	
		[•]	
X3.1	The <i>exchange rates</i> are those published in	<b>[•] on [•] (date)</b> <b>- to a valid SARB approved CFC account in South Africa</b>	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
<b>X13</b>	<b>Performance bond</b>		
X13.1	The amount of the performance bond is	<b>R [•]</b>	
<b>X17</b>	<b>Low performance damages</b>		
X17.1	The amounts for low performance damages are:	<b>amount</b>	<b>performance level</b>
		<b>R [•]</b>	<b>for [•]</b>
		<b>R [•]</b>	<b>for [•]</b>
		<b>R [•]</b>	<b>for [•]</b>
		<b>R [•]</b>	<b>for [•]</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Annexure [•] to this Contract Data</b>	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>[•] months</b>	



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**Z**      **The *additional conditions of contract* are**

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**Z3**      **Additional clause relating to Performance Bonds and/or Guarantees**

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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:  
 the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;  
 the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z4.2

Insert additional core clause 27.6

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

**Z5 Additional obligations in respect of Termination**



Z5.1		<p>The following will be included under core clause 91.1:          In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <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>
Z5.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z6</b>	<b>Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA</b>	
Z6.1		<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</p> <p>Secret – this clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</p> <p>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</p>
<b>Z7</b>	<b>Additional Clause Relating to Collusion and/or Tender Rigging</b>	
Z7.1		<p>The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.</p>
<b>Z8</b>	<b>Protection of Personal Information Act</b>	



Z8.1

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

---

# C1.2 Contract Data

## Part two - Data provided by the *Supplier*

### Notes to a tendering supplier:

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

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

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



## **PART C2: PRICING DATA**

### **NEC3 Supply Contract**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]



## C2.1 Pricing assumptions

### 1. The *conditions of contract*

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

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

<b>Identified and defined terms</b>	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.  (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
<b>Assessing the amount due</b>	50.2	The amount due is <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,</li> <li>• plus other amounts to be paid to the <i>Supplier</i>,</li> <li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

#### 1.2. Function of the Price Schedule

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

#### 1.3. Preparing the *price schedule*

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



entering into this contract.

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

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

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

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

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

#### **1.4. Format of the *price schedule***

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

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

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

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

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



Transnet Port Terminals  
 Contract Number: TPT/2025/05/0005/96987/RFQ  
 Contract Title: Manufacture, supply and delivery, testing and commissioning of mobile diesel bowser

## C2.2 the *price schedule*

Item no	Description: Main offer	Unit	Quantity	Unit price	Total Price
1	The manufacture, supply and delivery of Mobile diesel bowser for Cape Town Container Terminal (CTCT) The unit shall be painted in RAL 3020(RED) as per the TPT specification.	Each	1		
2	The training of maintenance personnel at CTCT		Sum		
Total excluding VAT					
VAT at 15%					
Total Inclusive of VAT					
<b>Total Price to be carried over to the Form of Offer &amp; Acceptance C1.1</b>					
Options		Quantities		Total price	
1.1	Provide a priced option for a full maintenance contract for 3 years, to service and maintain the Diesel bowser	Sum		Total price	
1.2	Provide a priced recommended maintenance(planned) spares list as recommended by OEM FOR Diesel bowser for the first three (3) years of operation. Prices of spare to be valid for one year	Sum		Total price	
1.3	Provide a priced critical spares list as recommended by OEM for the Mobile Diesel Bowser at Cape Town Container Terminals once off on delivery of the equipment.	Sum		Total price	
Total price excluding VAT (Options)					
VAT at 15%					
Total price including VAT					

The total of the Prices both **Main offer** and **Optional prices excluding VAT**

The total of the Prices both **Main offer** and **Optional prices Including VAT**




## T2.2-1: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors





**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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



**C. Certificate for Joint Venture**

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

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

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

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



**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



## 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:

### Title of the Contract

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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





Transnet Port Terminals

Contract Number: TPT/2025/05/0005/96987/RFQ

Contract Title: Manufacture, supply and delivery, testing and commissioning of mobile diesel bowser

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

Note:

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

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

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

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

### For the tenderer:

### For the Purchaser

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)**Transnet SOC Ltd*Name &  
signature  
of witness

Date

## T2.2-12 REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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I / We \_\_\_\_\_ do hereby certify that ***I/we have/have not been*** found guilty during the preceding five (5) 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\_\_\_\_

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2025/05/0005/96987/RFQ

DESCRIPTION OF THE GOODS: Manufacture, supply and delivery, testing and commissioning of mobile diesel  
bowser

---

SIGNATURE OF TENDER

## T2.2 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.
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



**T2.2-2 : Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

**Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.**



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

## **DECLARATION OF INTEREST**

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

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

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

---

<sup>1</sup>"State" means –

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

**SBD 4**

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

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

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

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
\_\_\_\_\_

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

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

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

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

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

**YES / NO**

2.7.1 If so, furnish the following particulars:

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

\_\_\_\_\_

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

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



---

**SBD 4**

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

**YES / NO**

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

**YES / NO**

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

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

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

**YES / NO**

2.8.1 If so, furnish particulars:

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

**YES / NO**

2.8.2 If so, furnish particulars.

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**SBD 4**

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

**YES/NO**

2.9.1 If so, furnish particulars.

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

**YES/NO**

2.10.1 If so, furnish particulars:

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**SBD 4**

**4 DECLARATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

## SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

### 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

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;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b> B-BBEE Level 1 & 2 = <b>15 points</b> Black Owned EMEs and QSEs (51% BO) = <b>5 points</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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

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

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

## 2. DEFINITIONS

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

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

#### 80/20

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

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

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 (80/20)
B-BBEE Level of contributor – Level 1&2	15
Black Owned EMEs and QSEs (51% BO)	5

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural	Entity 's Municipal/ESKOM bill or letter from Induna/chief

areas	confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)



(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME ✓</b>	<b>QSE ✓</b>
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium



- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other 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-BBEE status level of contribution indicated in paragraphs 4.1 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and



directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (f) forward the matter for criminal prosecution.

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

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



**9. SUB-CONTRACTING**

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

( *Tick applicable box* )

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

9.1.1 If yes, indicate:

vi) What percentage of the contract will be subcontracted.....%

vii) The name of the sub-contractor.....

viii) The B-BBEE status level of the sub-contractor.....

ix) Whether the sub-contractor is an EME.

( *Tick applicable box* )

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

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

10.1 Name of company/firm: \_\_\_\_\_

10.2 VAT registration number: \_\_\_\_\_

10.3 Company registration number: \_\_\_\_\_

10.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

10.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



10.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX ]

10.7 Total number of years the company/firm has been in business: \_\_\_\_\_

10.8 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 paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (g) disqualify the person from the bidding process;
- (h) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (i) 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;
- (j) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- (k) forward the matter for criminal prosecution.

WITNESSES

3. ....

4. ....

.....

SIGNATURE(S) OF TENDERER(S)

DATE: .....

ADDRESS .....

.....

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>4</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>5</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

---

<sup>4</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>5</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

---

(Quote Number and Description)

in response to the invitation for the quote made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. 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>6</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

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<sup>6</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.



10. 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

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



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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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



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

## 2. CONFIDENTIAL INFORMATION

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

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. DURATION**

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

### **6. PRINCIPAL**

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



**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## T2.2: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

### ***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_

Signature

## **T2.2 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

## 11 GENERAL

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

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

---

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

Signature .....

Date .....

## T2.1 List of Returnable Documents

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

- The mobile diesel bowser tank shall have a capacity of 12 000L – **Returnable schedule T2.2-15**
- The inner tank of the mobile diesel bowser shall be manufactured from ASTM A240 304L stainless steel - **Returnable schedule T2.2-15**
- The tank shall be designed for a maximum allowable working pressure of 38kPa - **Returnable schedule T2.2-15**
- Minimum required flow rate of pump at point of delivery: 180 litres/min - **Returnable schedule T2.2-15**
  - The bund tank must be able to contain 110% of the capacity of the fuel tank - **Returnable schedule T2.2-15**
  - The bund shall not form part of the structure but should be bolted to the frame floor – **Returnable schedule T2.2-15**
  - A "Graco Series 700 Model 237884", or similar hose reel, fitted with 15-meter-long 1" rubber hose shall be supplied – **Returnable schedule T2.2-15**
- The king pin shall be of the bolted type and will contain both SAE 3,5 inch and SAE 2,0-inch pins. The king pin shall be invertible to accommodate the two different pin sizes – **Returnable schedule T2.2-15**
- The bowser shall have a 24-volt negative earth system. The power shall be supplied from the bowser truck by means of a two-pin male receptor rated for 600V 175A. (Red) ("ANDERSON" or equivalent) – **Returnable schedule T2.2-15**
- Supply of load test certificates – **Returnable schedule T2.2-15**
- Final colour of the mobile diesel bowser shall be RAL 3020 (red) - **Returnable schedule T2.2-15**

### 2.1.2 Stage One: these schedules will be utilised for technical evaluation purposes: Returnable schedule (Mandatory documentation)

- T2.2-16 Compliance to Employer's Technical Specification
- T2.2-17 Guarantees on Structure
- T2.2-18 Track record (Reference letters)
- T2.2-19 Delivery lead time letter
- T2.2-20 Suppliers' specifications
- T2.2-21 Paint and thickness

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-22 Recommended list of spares
- T2.2-23 Critical list of spares
- T2.2-24 Site establishment
- T2.2-1 Authority to submit tender
  - Letter of Good Standing
  - Valid Tax clearance pin
  - CSD report

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

- T2.2: Compulsory Enterprise Questionnaire
- T2.2: Non-Disclosure Agreement
- T2.2: RFP Declaration Form
- T2.2: RFP – Breach of Law
- T2.2: Certificate of Acquaintance with Tender Document
- T2.2: Service Provider Integrity Pact
- T2.2: Supplier Code of Conduct

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

- T2.2 Insurance provided by the Contractor
- T2.2 Form of Intent to provide a Performance Guarantee
- T2.2 Three (3) years audited financial statements

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

## **2.3 C1.2 Contract Data**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions**

## **2.6 C2.2 Price Schedule**

## Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

### PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary



remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

- 10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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- 12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
- 13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: \_\_\_\_\_

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